

Ex. 1

MODIFICATION NUMBER # 1
TO THE AGREEMENT BY AND BETWEEN
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
AND
CENTER FOR THE SUPPORT OF FAMILIES

The following Amendment, effective May 17, 2010 is made a part of the contract, dated November 13, 2009, entered into by and between the Mississippi Department of Human Services (MDHS) Division of Family and Children's Services (DFCS) and Center for the Support of Families.

Now, therefore, in consideration of the mutual agreements to modify the original contract between them, MDHS and "Independent Contractor", do hereby agree that Paragraphs 3, 5, 30 and 32 of said contract shall be modified to reflect the following:

3. **Scope of Services.** The Independent Contractor shall perform and render the following services: See Exhibit A-1 which is attached hereto and incorporated herein by reference.

5. **Consideration and Method of Payment.**

A. As consideration for all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed Four Hundred Sixty Seven Thousand Five Dollars and Zero Cents (\$467,005.00) during November 16, 2009 through June 30, 2010 (SFY2010), Three Hundred Seventy Six Thousand Nine Hundred Dollars and Zero Cents (\$376,900.00) during July 1, 2010 through November 15, 2010 (SFY2011). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of Eight Hundred Forty Three Thousand Nine Hundred Five Dollars and Zero Cents (\$843,905.00). See Exhibit A-1.

30. **Entire Agreement.** It is understood and agreed that Modification Number #1 and the documents listed below constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written and oral, between the parties relating thereto. The entire agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of, the following documents incorporated herein:

1. Modification Number #1; Exhibit A-1
2. This Contract signed by the parties herein and any Exhibits attached hereto.

The documents are complimentary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("1. Modification Number #1; Exhibit A-1") and the lowest document is listed last ("2. This Contract signed by the parties herein and any Exhibits attached hereto").

32. Notice. Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

MDHS:

**Don Thompson, Executive Director
Mississippi Department of Human Services
P. O. Box 352
Jackson, Mississippi 39205**

**Center for the Support
of Families:**

**Vernon Drew, President
Center for the Support of Families
1107 Spring Street, Suite 2C
Silver Spring, Maryland 20910**

All other terms, conditions, and provisions set out in the original contract and the amendments thereto, other than those amended and modified through this Modification Number 1, which are not in conflict with this Modification Number 1, shall remain in full force and effect for the duration of the contract.

IN WITNESS WHEREOF, the parties have executed this Modification Number 1, in duplicate, on the date appearing with their respective signature below.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: Maurice S. L.
Signature

TITLE: Deputy Executive Director

DATE: 5/10/10

WITNESSES:

Leigh Washington
Dita Mandelma

Center for the Support of Families

BY: [Signature]
Signature

TITLE: President

DATE: 5/10/10

WITNESSES:

Pamela Lee
Flossie V. Thompson

EXHIBIT A-1

Scope of Services

Scope of Services
Implementation of the Mississippi Practice Model

Background

The Center for the Support of Families (CSF) was awarded a contract with the Mississippi Department of Human Services (MDHS) in February 2009 to develop a child welfare practice model that incorporates the requirements of the *Olivia Y vs. Barbour* settlement agreement, the Council on Accreditation (COA) standards, and the Federal Child and Family Services Review (CFSR). The completed practice model is due for delivery to MDHS by September 30, 2009. Part of the deliverable includes a recommended implementation plan for the practice model that includes major tasks, work products, and activities that will need to be undertaken, along with recommended time frames and schedule for implementing the practice model statewide. A draft of the recommended practice model implementation plan has already been submitted to MDHS, and a copy of the final version is attached to this proposed scope of services for reference. This proposed scope of services is based on the recommended implementation plan that CSF will submit to MDHS in final form later this month as part of the existing contract.

The Practice Model

The practice model is designed to be the primary vehicle for MDHS to implement the many required practices included in the *Olivia Y* settlement agreement over the next few years. It is also designed to bring child welfare practice and outcomes in the State in line with the standards and requirements of the COA and the CFSR.

The practice model is comprised of six components, or sets of activities, that are designed to guide and direct most all of the child welfare interventions of MDHS staff and its service providers with children and families. Each component includes a set of activities that reflect the principles of the component, and will require that staff in the field (caseworkers, supervisors, directors) develop the needed skills in order to implement the model effectively. It will also require putting into place a number of supports, such as policy, training, and strengthened resources that will permit staff to work with children and families in accordance with the model.

The six components of the practice model are as follows:

Mobilizing Appropriate Services Timely: This component requires a broad array of flexible services that can be tailored to meet the specific needs of children and families, that are readily accessible statewide, and can be put into place when and where they are needed.

Safety Assurance and Risk Management: This component requires safety and risk assessments, planning, and interventions throughout the life of MDHS' work with children and families, including children who are placed in foster care.

Involving Children and Families in Case Planning and Decision Making: This component requires actively involving age-appropriate children, families, and youth in identifying their unique strengths, needs, and service requests, and in developing plans that address their needs,

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establish and attain their goals, and support safe and appropriate relationships within families while children are in foster care.

Strengths and Needs Assessments of Children and Families: This component requires that a comprehensive strengths and needs assessment be completed on all family members when MDHS begins its work with family, incorporating safety and risk assessment information, and updated over time for the purpose of guiding case planning and service delivery.

Preserving Connections and Relationships: This component of the practice model requires normalizing connections and relationships for children in foster care to the extent that it is safe and appropriate to do so, including placing children close to their communities, remaining involved with the immediate family and others, and continuing in familiar schools.

Individualized and Timely Case Planning: This component requires the development and regular updating of case plans that reflect individual strengths and needs of the family members, match needs to appropriate services, and establish appropriate and timely goals.

Implementation Plan for the Practice Model

In developing the practice model, we used a logic model approach that identifies the following:

- The *inputs* needed in order to implement the practice model, including existing policy, training, monitoring, and resources and new or revised policy, training, monitoring, and resources;
- The *outputs* that will be produced through implementing the model, including work products related to training, policy, monitoring, and resources; roles and responsibilities of key participants, and the casework activities associated with each component of the practice model; and
- The *outcomes and indicators* associated with each component, including benchmarks of progress, stages of implementation, and performance indicators to be used in monitoring implementation.

The implementation plan provides a plan for addressing and developing the inputs and outputs and a schedule for working toward the outcomes and indicators. We have recommended a staged approach to implementing the practice model region-by-region within the State in order to bring up the entire integrated practice model regionally rather than attempting to implement it piecemeal statewide. The implementation plan calls for two regions to begin implementing the practice model in the first year, and for all regions to initiate implementation within four years.

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There are several key features to our recommended implementation strategy that are applicable to the counties and regions involved in the implementation process, including the following:

- Each region will have a six to eight month planning phase to develop implementation plans, engage stakeholders, convene an implementation/CQI team, and prepare staff to implement the model;
- The planning phases will be followed by an initial 12-month implementation period that includes intense technical assistance, training and coaching of staff to adopt the practices in the model, as well as strengthening the array of services and resources needed for full implementation of the practice model;
- Each region will begin implementation with a baseline CQI review to establish a base for evaluating progress over time, followed by a follow-up CQI review approximately a year after the initial implementation process begins in order to evaluate progress and adjust implementation plans as needed; and
- Regions will continue to receive technical assistance beyond the initial implementation period in order to completely adopt the practice model and adapt its practices and systemic capacity.

There will also be parallel processes occurring at the Central Office during the planning and implementation phases. The primary activities that are the responsibility of the Central Office include developing skills-based training and clear policy that support the practice model, implementing new contracting procedures that will facilitate the development of the service array, developing practice guides and protocols to guide the work in the field, planning for the statewide implementation of the practice model and linking it to MDHS' mandates under the settlement agreement and COA, and leading/managing the change process statewide. Central Office will have responsibility for working with its staff and stakeholders to facilitate the many changes underway, and for conveying important messages about the vision and direction of the changes in order to build support and clarity of direction for child welfare in the State. This will include changing the way in which it procures and uses services, the expectations of resource parents and placement facilities, and how it interacts with other agencies and the courts.

Continuous Quality Improvement Recommendations

Implementing the practice model also calls for implementing the Continuous Quality Improvement (CQI) process concurrently. The *Olivia Y* settlement agreement requires the development of a CQI process and the COA standards provide detailed guidance on how the process should function. In CSF's practice model final report, we included recommendations for developing and implementing the CQI process, which include the following major features:

- The CQI process is designed to reinforce and support the practice model, and therefore should be implemented concurrently with the practice model and the review instruments and procedures should clearly reflect the components and underlying principles of the model;

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- The statewide and local implementation teams for the practice model should also serve as advisory groups for the CQI process as a means of providing broader stakeholder involvement in CQI and for linking the practice model and CQI closely;
- As CQI rolls out, it should conduct baseline reviews in the regions beginning implementation of the practice model and follow-up reviews approximately a year after implementation has begun. At the same time, CQI processes should be implemented in the counties/regions that will not begin implementation of the practice model until much later;
- There is a need for a Central Office CQI unit that includes staff that will need to become familiar with their roles and responsibilities and trained to carry out the CQI functions as described in the implementation plan; and
- The CQI unit will need to begin conducting reviews, analyzing information, working with MACWIS to develop needed reports, and issuing reports that will have widespread distribution within the first year.

First Year Implementation Activities

In our recommended implementation plan in the practice model final report, we identified the major activities and benchmarks of progress that could be expected in the short-term (0–12 months), mid-term (12–24 months), and long-term (24–48 months). The short-term benchmarks are those that will be associated with activity during the first year of implementation, and include the following types of activities and steps:

- Initiating implementation activities in two regions, yet to be identified. This will involve both the planning phase for these regions and approximately the first six months of actually implementing the practice model;
- Conducting baseline CQI reviews in the two regions, as well as initiating CQI activities in other parts of the State and developing the tools and procedures needed to conduct CQI activities;
- Orienting and preparing staff, stakeholders, service providers, and resource families/facilities for implementation within the initial two regions, but also statewide;
- Training and coaching staff in the initial regions in all six components of the practice model; and
- Developing a range of support materials needed to implement the model, including interim training modules and various practice guides and protocols, including setting up the new CQI process.

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There will be parallel activities occurring in the first year of implementation at the regional/county level and at the statewide level. The chart below illustrates these activities and where they will be focused:

Category of Activity	Region/County	Statewide
Implementation Planning	<ul style="list-style-type: none"> • Orient staff & stakeholders in two regions • Coordinate with local stakeholders • Establish local implementation team • Develop local implementation plan 	<ul style="list-style-type: none"> • Statewide orientation • Hire & train implementation staff • Establish implementation team • Develop statewide implementation plan • Identify initial & subsequent regions to implement model • Coordinate with stakeholders
Training	<ul style="list-style-type: none"> • Provide for staff of two regions to be trained • Provide for coaching of staff in new practices 	<ul style="list-style-type: none"> • Develop training modules for six components • Provide training to staff • Train/provide coaches for local staff
Policy Development	<ul style="list-style-type: none"> • Adopt/use practice guides & protocols • Orient/monitor/implement new policies & procedures 	<ul style="list-style-type: none"> • Develop practice guides • Develop protocols • Make initial recommended policy revisions
Resource Development	<ul style="list-style-type: none"> • Orient/consult with local service providers and resource families • Assist providers in diversifying service array • Facilitate resource family transition to practice model • Develop local resource guides • Develop & implement local resource improvement plans 	<ul style="list-style-type: none"> • Coordinate service needs with other agencies/statewide providers • Modify contracting/procurement procedures for services • Begin modifying training for resource families • Evaluate funding of services and supports for local offices to acquire needed services • Hire resource development liaisons
CQI	<ul style="list-style-type: none"> • Participate in/support two baseline CQI reviews • Develop local CQI capacity for ongoing monitoring • Use implementation team to consult/monitor CQI activities • Train supervisors/directors in managing to outcomes 	<ul style="list-style-type: none"> • Hire/train CQI staff • Develop CQI instruments/procedures and guidance • Statewide orientation on CQI • Implement ongoing CQI activities in non-implementing regions/counties • Make revisions to SAR and FCR • Develop data analysis capacity • Issue initial reports • Identify/produce needed data reports to support CQI

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Scope of Work

Based on the foregoing implementation activities and the schedule for implementing the practice model, CSF is proposing to provide the following technical assistance activities to MDHS over the next year:

I. Training

- ◆ *Develop six training modules to prepare staff to implement the practice model:* We propose to develop a training module for each of the six components of the practice model as follows:

- Mobilizing appropriate services timely
- Safety assurance and risk management
- Involving family members in decision-making and case activities
- Strengths and needs assessments
- Preserving connections and relationships
- Individualized and timely case planning

Each training module will be approximately four hours in length and will focus on identifying and developing the skills needed by caseworkers to intervene with children and families as defined by the component. We will design the modules in such a way that they can be incorporated later into MDHS' pre-service and in-service curricula. In order to facilitate that, we propose to involve the Department's training staff in the design and development of these modules.

- ◆ *Deliver training on the six training modules to casework staff and supervisors in two regions of the State:* We propose to provide initial onsite training to the caseworkers and supervisors in the two regions identified by MDHS to implement the practice model first for a total of 12 training sessions (six sessions in each of two regions). In order to facilitate the Department's capacity to carry out the training of staff statewide and to incorporate these modules into its training curricula, we propose to pair a CSF trainer with a MDHS trainer in each session. We anticipate that more than one session per module will need to be provided in each region. We will train alongside the MDHS trainer for the initial session and thus prepare the MDHS trainers to conduct other sessions within the two regions as needed without our involvement.

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II. Changing Practice

- ◆ ***Coaching caseworkers and supervisors in the counties/regions implementing the practice model.*** This technical assistance will be necessary to facilitate the transfer of learning to actual practice of the model in the field. We have recommended that MDHS hire practice specialists on staff that will provide ongoing internal technical assistance to county staff in implementing and sustaining the practice model over time. We propose to pair four expert practitioners (coaches) knowledgeable in the practices in the model with the MDHS practice specialists in order to build their capacity to perform these functions on an ongoing basis. We will assign two coaches to each region. Together with the MDHS practice specialists we will provide intensive onsite technical assistance to caseworkers and supervisors in the two regions implementing the practice model by guiding and coaching them in the acquisition of new skills and applying them to their work with families. This technical assistance will help them to actually apply the training they have received to their work with children and families, and will build supervisory capacity to monitor and manage for the quality of practice in their units. Examples of technical assistance in this area include the following:
 - We will assign our coaches to the two regions, and they will provide individual and group guidance to caseworkers and supervisors on activities within the practice model, such as conducting family team meetings, involving family members in developing case plans, incorporating independent living plans into individualized case plans, using caseworker visits effectively, conducting strengths and needs assessments. Because there are multiple counties within each region, we expect that a good bit of the work will be carried out with groups of supervisors and caseworkers, but we will also provide individual technical assistance where indicated.
 - Our coaches will model and demonstrating effective interventions consistent with the practice model, such as conducting family team meetings, working with providers to deliver individualized services, conducting caseworker visits with families, facilitating foster and birth parent coordination in caring for children in foster care, and so forth.
 - Our coaches will observe caseworkers' and supervisors' activities, such as conducting family team meetings, conducting assessments, supervisory conferences, and developing case plans, and provide constructive feedback and guidance to facilitate skill development in those areas.
 - Our coaches will participate in unit meetings with supervisors and caseworkers to support professional development activities and help supervisors lead productive agendas including the use of data and outcome, clinical issues, resources, and reinforcement of activities/practices. We will also meeting individually and in groups with supervisors to model and guide on providing feedback to staff, monitoring for the quality of casework practice, facilitating caseworker skill development, and resolution of difficult cases in accordance with the practice model.

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- Our coaches will provide some individual case consultation on difficult cases in accordance with the practice model to address issues such as children with high rates of placement instability, conflicts with resource families, crafting services to meet individual needs, permanency planning issues, and decision making regarding permanency.

III. Product Development

- ◆ ***Develop practice guides and protocols needed for implementation.*** The implementation plan calls for the development of several practice guides and protocols to be developed and used in the initial regions implementing the practice model. CSF has already developed six of the recommended practice guides, one for each of the components of the practice model. The practice guides/protocols are designed to provide guidance to county staff in the absence of full incorporation of all recommended policy changes, and will continue to provide accessible guidance to staff after policies have been revised to support the practice model. The practice guides and protocols that we propose to develop for MDHS are as follows:
 - *Interim supervisory protocol* which will cover supervisory functions consistent with the practice model, such as monitoring for quality of practice, providing feedback, supporting staff, use of supervisory conferences, and so forth.
 - *Caseworker visits practice guide* which will cover the use of caseworker visits through all components of the practice model. Caseworker visits are one of the activities addressed in each component of the practice model with cross-cutting implications on the effectiveness of casework interventions.
 - *Protocol on working with the education system.* With attention to school-related issues in the *Olivia Y* settlement agreement and a focus on education in the practice model, we recommended a protocol for working with the school systems to ensure appropriate educational screening of children, keeping children in their same schools upon placement in foster care, and providing appropriate educational services.
- ◆ ***Provide technical assistance in revising current safety and risk assessment tools, including a safety assessment for children in foster care.*** We have recommended that the current safety and risk assessment tools used by MDHS either be revised or replaced in order to capture more in-depth information on the circumstances leading to child protective interventions. Also, the current tools do not address maltreatment of children in foster care adequately. We propose to provide technical assistance to the Department in either revising or replacing the current tools, and in developing a tool to address maltreatment in foster care.
- ◆ ***Provide technical assistance in developing a comprehensive strengths and needs assessment tool/guidance.*** The current SARA instrument is a very lengthy and complex tool with mixed reviews on its effectiveness. We have recommended that MDHS either revise

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SARA substantially to conform to the description of comprehensive strengths and needs assessment in the practice model, or replace it with another instrument. We propose to provide technical assistance in either revising or replacing the instrument.

IV. Continuous Quality Improvement

- ◆ ***Assist in designing and field testing a CQI review instrument.*** The *Olivia Y* settlement agreement requires the Department to implement a CQI process and we have provided a set of recommendations for the process that conform to the settlement agreement requirements and COA standards. To begin CQI reviews, it will be necessary to develop a case review instrument that covers the required practices and indicators and is linked to the practice model. We propose to provide technical assistance to MDHS by developing the instrument and working with Department staff to finalize it.
- ◆ ***Provide orientation/support to CQI staff and assist in the two baseline reviews in the initial regions to implement the practice model.*** The CQI recommendations include hiring a CQI director, CQI liaisons to the regional offices, a data analyst, and a report writer. We propose to provide technical assistance to the new CQI staff in implementing the CQI process, developing procedures and guidance in carrying out the reviews, conducting initial data analysis and preparing the initial CQI reports, and in organizing and conducting the two initial CQI reviews in the first two regions to implement the practice model. We also propose to assist in designing the data reports needed from MACWIS to support CQI.

V. Planning Support

- ◆ ***Assist in organizing/orienting State and local implementation teams and plans.*** There will be a need to organize implementation teams including MDHS representatives and stakeholders from outside of MDHS at the statewide and local levels. These teams should also function as CQI advisory bodies. The teams, in collaboration with MDHS, will have as part of their responsibility developing and/or approving implementation plans to ensure that the practice model is implemented correctly statewide and locally. We propose to provide technical assistance in the initial organizing and orientation of these teams and in developing implementation plans that address the practice model and relevant requirements of the *Olivia Y* settlement agreement and COA standards.
- ◆ ***Provide technical assistance in resource development at State and regional levels.*** In order for the practice changes called for by the practice model to actually lead to improved outcomes for children and families, it will be necessary to have in place an array of services that is flexible, accessible, and can be tailored to individual needs. We have identified some substantial weaknesses in the existing service array, in terms of the access to needed services and the scope of services that exist in many parts of the State to serve children and families. We propose to provide onsite technical assistance at the State level and in the two initial regions implementing the practice model in strengthening the ability of the service array to respond to the needs of children and families. We will provide consultant staff that is

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knowledgeable and experienced in resource development issues to provide this technical assistance, for example:

- Conducting local mapping of resources and services and identifying gaps that need to be filled, and assisting in developing resource directories for staff and providers to use;
- Arranging for/facilitating training for providers on the service needs, procedures, policy and practice changes;
- Meeting with provider groups/implementation teams to address service-related issues, develop new services, and facilitate communication between providers and MDHS;
- Facilitate meetings between MDHS staff and other stakeholders, such as service providers, resource parents, and others to address issues such as tailoring services to meet individual needs, interaction between resource and birth parents, coordinating plans for youth in care, and so forth;
- Providing consultation on resource family training, recruitment, and retention;
- Providing consultation at the State level on purchasing, contracting, and funding for needed services;
- Providing consultation at the State level on projecting service needs and costs; and
- Assisting in collaboration with other State agencies and providers to develop resource plans that will help ensure statewide access to needed services, such as mental health and domestic violence services and appropriate placement options.

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Budget

Our proposed budget for technical assistance in implementing the practice model is based on our current rate of \$185 per hour for most of the proposed work. We are costing the staff coaching line item at \$135 per hour, since we will most likely use expert consultants as the practice coaches who are not CSF employees and do not have the same overhead costs as CSF staff. Our rates include all costs of transportation to and from Mississippi, supplies, materials, and staff and consultant costs. We will have a project director (Jerry Milner) who will manage the project and provide technical assistance, and we will provide staff and expert consultants to carry out many of the specific areas of technical assistance described above. The chart below provides a line item budget for the technical assistance tasks described above.

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Practice Model Implementation			
Task	Time Frame	Hours	Amount*
I. Training			
Develop six training modules to prepare staff to implement the practice model	Months 1-6	600	111,000
Deliver training on the six training modules to casework staff and supervisors in two regions of the State	Months 7 - 9	96	17,760
II. Changing Practice (\$135 per hour)			
Coaching caseworkers and supervisors in the counties/regions implementing the practice model	Months 7-12	1152	155,520
III. Product Development			
Develop practice guides and protocols needed for implementation.	Months 1-6	120	22,200
Provide technical assistance in revising current safety and risk assessment tools, including a safety assessment for children in foster care.	Months 1-6	160	29,600
Provide technical assistance in developing a comprehensive strengths and needs assessment tool/guidance	Months 1-6	160	29,600
IV. Continuous Quality Improvement			
Assist in designing and field testing a CQI review instrument. (80 hrs development + 80 test/revise)	Months 1-6	160	29,600
Provide orientation/support to CQI staff and assist in the two baseline reviews in the initial regions to implement the practice model.	Months 4-8	200	37,000
V. Planning Support			
Assist in organizing/orienting State and local implementation teams and plans.	Months 1-8	120	22,200
Provide technical assistance in resource development at State and regional levels	Months 1-12	120	22,200
TOTAL			476,680

*Activities are based on \$185 per hour except for line item III. Changing Practice, which is \$135 per hour.

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Rate Setting Implementation Activities

To assist MDHS in implementing the foster care payment rates associated with the rate setting analysis, we propose to conduct activities in three general areas:

- *Initial implementation of new rates:* This will involve facilitating meetings with providers to prepare for and obtain consensus on the proposed rate structure; identifying the children in care of MDHS for whom the new rates will apply; establishing the criteria and procedures for implementing the new rates; and assisting MACWIS staff in developing the fields needed to identify and track children by the level of care required.
- *Policy and procedures development:* This will involve developing the policy and procedures needed to guide the implementation process; developing the procedures and criteria needed to determine a child's level of care upon entry into foster care and to periodically re-evaluate the level of care for individual children; and assist in developing procedures/criteria for reimbursing resource parents for expenses not included in the board payments.
- *Ongoing evaluation of rates:* This will involve refining/revising the instruments, e.g., surveys, cost reporting forms, needed to determine the costs associated with caring for special needs children in foster family homes and all children in congregate care for the ongoing use of MDHS staff in evaluating the rate structure annually; training of staff to conduct rate analysis; analyzing and reporting to MDHS on discrepancies among providers in utilization and the costs of care; and providing consultation on contracting procedures needed to facilitate payments based on the level of care provided.

These tasks will permit MDHS to put into place the recommended rates, as well as to establish the policy, procedures, and tools for its own staff to analyze the rate structure periodically and update it as needed, in compliance with the *Olivia Y* settlement agreement.

The proposed budget that follows breaks down each of these areas of activity into the specific tasks we propose to perform over the 12-month period of the contract at the rate of \$185 per hours.

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Rate Setting Implementation	Number of Hours	Cost (@ \$185 per hour)
Initial Implementation of New Rates		
Coordinate agreement among providers & MDHS on proposed rates.	30	5550
Develop plan/schedule for implementing new rate structure	40	7400
Final identification of children currently in care by level of care required and assignment of rates	50	9250
Assist MACWIS to develop new field to record level of care required and implement statewide	20	3700
Policy and Procedures Development		
Develop policy that defines the levels of care & board payments associated with a child's special needs. Include policy on when rates can be adjusted, criteria for doing so, etc.	40	7400
Develop procedure for determining child's level of care needed at placement (instruments, procedures, etc.).	40	7400
Develop procedures for reimbursing resource parents for out-of-pocket expenses and transportation.	40	7400
Establish process for conducting ongoing assessments of the hours required for watchful oversight of special needs children in order to ensure that the basis for the levels of care remain current and viable.	35	6475
Ongoing evaluation of rates		
Refine/revise survey instrument needed to evaluate special needs children in foster family homes	60	11,100
Revise/refine cost reporting documents for congregate care facilities for ongoing use	60	11,100
Develop training/guides for staff to review & update rates	30	5550
Consultation on development of contracts with foster care providers that address rate-setting issues	30	5550
Conduct utilization analysis for congregate care & shelter providers	40	7400
Conduct analysis of variability in costs among facilities	30	5550
Total for Rate Setting Implementation Activities	545	100,825
Total for Practice Model Implementation	2,888	476,680
Subtotal:		577,505

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Expansion of the current contract in five broad areas:

- *Olivia Y* Implementation Management and Strategic Planning
- Monitoring Progress
- Statewide Implementation of Safety Provisions
- Resource Development and Support with Systemic Issues
- Strengthen Regional Leadership Capacity

A description of each category is set forth below. Where necessary, CSF and DFCS will jointly identify a contact person from each entity, both of whom will be available to ensure that the activities as described are carried out. Should there be a conflict between the decision of the CSF contact person and the decision of the DFCS contact person, the CSF contact person may submit the conflict to the MDHS Executive Director and CSF Project Director. If the conflict is not resolved by the Executive Director and Project Director, the *Olivia Y* Federal Court Monitor shall resolve the conflict.

Olivia Y Implementation Management and Strategic Planning

This set of activities will support the management staff of the Division of Family and Children's Services within MDHS through technical assistance in tracking and monitoring deliverables and tasks associated with the *Olivia Y* Settlement Agreement and by helping to strengthen the capacity of State Office staff to plan for and manage the many requirements of the agreement over time. Specific activities, work products, contacts, time frames, and contract hours devoted to this area include the following:

Activity	Hours	Work Product(s)	CSF Contact	MDHS Contact	Time Period
Increase capacity of State Office child welfare staff to implement and achieve goals of <i>Olivia Y</i> and practice model.	120	<ul style="list-style-type: none"> • Review of the functionality of State Office child welfare units 	Milner Bonham Hornsby	Thompson Woodruff Millsap	May
		<ul style="list-style-type: none"> • Conduct DFCS management session on strategic planning & defining areas of responsibility 			May
		<ul style="list-style-type: none"> • Recommended organizational chart revisions with functional requirements 			May

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		<ul style="list-style-type: none"> Ongoing one-on-one mentoring and guidance to management staff 			May - Nov
		<ul style="list-style-type: none"> Recommended performance appraisal elements 			July
Develop a strategic implementation plan for achieving the requirements of the settlement agreement, including priorities, responsible staff, work products, and time frames.	100	<ul style="list-style-type: none"> Develop format for strategic plan 	Milner Hirsch	Woodruff Millsap Gallarno	May
		<ul style="list-style-type: none"> Review requirements & time frames 			May
		<ul style="list-style-type: none"> Identify priorities, time frames, and personnel for implementation & action 			May
		<ul style="list-style-type: none"> Produce strategic plan 			June
		<ul style="list-style-type: none"> Provide input on Year 3 <i>Olivia Y</i> Implementation Plan 			TBD
Establish a process for managing multiple activities across the Division of Family and Children's Services; developing work plans; reporting and tracking progress within the Department and to the court monitor and plaintiff's attorneys; documenting activities and work products; and sharing information.	80	<ul style="list-style-type: none"> Develop automated tracking plan/format 	Hirsch	Townes Everett	May
		<ul style="list-style-type: none"> Train/support MDHS staff and consultants to implement tracking procedures 			May - Nov
		<ul style="list-style-type: none"> Set up process for reporting progress 			May
Develop communication plan within MDHS and between MDHS and key stakeholders.	80	<ul style="list-style-type: none"> Review and evaluate existing communication strategies 	Hirsch Hornsby	Thompson Woodruff Greer PR Staff	June
		<ul style="list-style-type: none"> Develop communication plan within DFCS/MDHS 			July
		<ul style="list-style-type: none"> Develop communication plan for stakeholders, including use of website 			August

Scope of Services
Implementation of the Mississippi Practice Model

Monitoring Progress

The Department's current capacity to establish baselines and monitor progress in implementing the provisions of the settlement agreement is limited by data quality concerns and the availability of needed data and reports. In the current contract, CSF is providing assistance in establishing and implementing a Continuous Quality Improvement (CQI) process that involves periodic case reviews and reporting, and expand that work through assistance with improving the accuracy of data reports, improving the usefulness of data related to *Olivia Y* requirements, and strengthening performance improvement efforts. Specific tasks under this category include the following:

Activity	Hours	Work Product(s)	CSF Contact	MDHS Contact	Time Period
Strengthen the accuracy of identified data reports and indicators for use in monitoring <i>Olivia Y</i> and practice model implementation.	160	<ul style="list-style-type: none"> Identify a validation process that is mutually agreed upon by court monitor and MDHS 	VanDusen Hirsch	Gallarno Greer Hamrick Crawford	May
		<ul style="list-style-type: none"> Implement a validation process for previously identified reports and indicators needed for OY and practice model implementation 			May
		<ul style="list-style-type: none"> Conduct initial validation of reports and train MDHS staff to validate on an ongoing basis 			June - July
		<ul style="list-style-type: none"> Provide ongoing monitoring of identified data reports for accuracy 			May - Nov

Scope of Services
Implementation of the Mississippi Practice Model

<ul style="list-style-type: none"> Establish a "data dashboard," as recommended in the CQI final report, i.e., a means of routinely transmitting data to the field on selected measures with the ability to view data at statewide, regional, and local levels. 	80	<ul style="list-style-type: none"> Develop framework for data dashboard 	VanDusen CSF Technical Staff	Gallarno Greer Hamrick Crawford	June
		<ul style="list-style-type: none"> Identify data indicators to be included 			June
		<ul style="list-style-type: none"> Provide technical guidance to MDHS staff to implement the dashboard 			July - August
<ul style="list-style-type: none"> Develop a performance improvement process where data and CQI findings indicate needs for improvement, and for implementing accountability provisions for making needed improvements. 	40	<ul style="list-style-type: none"> Develop format for PIP 	VanDusen	Goodman Field Ops Director	Aug - Sept
		<ul style="list-style-type: none"> Develop process for monitoring PIP 			Sept
		<ul style="list-style-type: none"> Provide technical assistance to CQI staff and Regional Directors on implementation 			Sept - Oct

Scope of Services
Implementation of the Mississippi Practice Model

Statewide Implementation of Safety Provisions

The implementation of the practice model in phases throughout the State has raised concerns about ensuring the safety of children in counties/regions not yet implementing the practice model. Some of the technical assistance associated with statewide implementation of safety provisions is included in our current contract, such as assistance in revising the current safety/risk assessment and in developing a safety assessment for children in foster care placement. The modification will expand the current scope of its work in this area in the following ways:

Activity	Hours	Work Product(s)	CSF Contact	MDHS Contact	Time Period
Implement training in the safety module of the practice model statewide (in addition to regions where the practice model is being implemented).	80	<ul style="list-style-type: none"> Provide for training through a means to be determined with MDHS, e.g., conduct a limited number of training sessions, develop a web-based or other electronic training module, or train the trainer. 	Welsh Manuel Hirsch	Field Ops Director Training Director Greer McMillin	May - June
Revise and strengthen the safety plans used by MDHS resulting from investigations of child maltreatment.	40	<ul style="list-style-type: none"> Review and make recommendations for improving safety plans 	Welsh	McMillin	May - June
		<ul style="list-style-type: none"> Facilitate work group activities to revise safety plans 			May - June
		<ul style="list-style-type: none"> Draft revised safety plan for approval of MDHS 			June - July

Scope of Services
Implementation of the Mississippi Practice Model

Resource Development and Support with Systemic Issues

A concern with regard to the long-term success of the *Olivia Y* provisions is having a sufficient array of services to provide to children and families served by MDHS and the strength of systemic supports needed to ensure appropriate services and practice in the field. Our current contract provides for some limited technical assistance in this area by consulting on contracting procedures and resource development. Although the financial resources of the Department will affect its ability to develop all needed services, the modification will expand technical assistance in this category in the following ways:

Activity	Hours	Work Product(s)	CSF Contact	MDHS Contact	Time Period
Develop a master statewide resource development plan that incorporates the service-related requirements of the settlement agreement and that provides for coordination of technical assistance provided through multiple sources.	120	• Develop format for plan	Bonham Simkins	Field Ops Dir	May - June
		• Identify content, needs, and priorities for plan		Woodruff Millsap Townes	June - July
		• Draft the plan in collaboration with MDHS staff			July - Aug
Negotiate plans and agreements between MDHS and other State agencies, such as Medicaid, Mental Health, and Public Health, for collaborating in funding of needed services.	100	• Identify specific areas needing negotiation	Milner Bonham	Woodruff Millsap Brewer	May
		• Identify MDHS processes and procedures needed to implement agreements		Resource Dev Dir	May - June
		• Participate with MDHS staff in discussions & negotiations			TBD
		• Train staff to implement procedures			TBD

Scope of Services
Implementation of the Mississippi Practice Model

Develop and implement a recruitment and retention plan for foster family homes. (Note: MDHS is receiving some assistance in this area from a federally-funded national resource center. CSF will not duplicate efforts and the level of its assistance in this area will be determined based on the level of assistance available/provided by the national resource center.)	No hours are budgeted for this activity, pending confirmation that the NRC will provide the needed assistance. CSF will donate up to 40 hours to supplement this activity.		Milner Simkins	Williams	
Provide assistance regarding licensing/approval processes and activities for foster family homes and adoptive homes.	40	<ul style="list-style-type: none"> Review current process 	Manuel	Williams	June
		<ul style="list-style-type: none"> Make recommendations for improvements 			June – July
		<ul style="list-style-type: none"> Draft procedures 			Aug - Sept
Develop needed policies	200	<ul style="list-style-type: none"> Identify policies needing development to comply with OY and practice model 	Welsh Manuel	Policy Director	May - June
		<ul style="list-style-type: none"> Facilitate policy workgroup to decide policy content 			June - July
		<ul style="list-style-type: none"> Prioritize policies needing development or revision 			June - July
		<ul style="list-style-type: none"> Train designated MDHS staff to write policies 			July - Sept

Scope of Services
Implementation of the Mississippi Practice Model

		<ul style="list-style-type: none"> Draft highest priority policies for approval by MDHS 			July - Sept
Develop on-going training plan	120	<ul style="list-style-type: none"> Identify ongoing training needs 	Welsh	Training Director	May - June
		<ul style="list-style-type: none"> Develop strategy, content, and process for ongoing training 		Everett	June
		<ul style="list-style-type: none"> Draft ongoing training plan for MDHS approval 			July - Sept

Strengthen Regional Leadership Capacity

Implementing the provisions of the settlement agreement and the child welfare practice model require fundamental changes in how the Department operates. Regional Directors and supervisors carry a substantial responsibility for leading and managing the change process in their counties/regions. Their effectiveness depends to some extent on their monitoring of progress, identification of barriers, and procedures for ensuring accountability of staff at all levels and for being accountable to the State Office. The modification will expand our current contract in this area through the following activities:

Activity	Hours	Work Product(s)	CSF Contact	MDHS Contact	Time Period
<ul style="list-style-type: none"> Provide technical assistance to RDs on the use of management tools, such as data reports, performance appraisals, program improvement plans, effective leadership and management 	80	<ul style="list-style-type: none"> Develop guidance to be provided 	Hornsby	Goodman	May - June
		<ul style="list-style-type: none"> Provide group session of RDs for training & consultation 		Field Ops Director	June - July
		<ul style="list-style-type: none"> Provide one-on-one mentoring as needed to RDs 			May - Nov

Scope of Services
Implementation of the Mississippi Practice Model

Budget for Additional Services

Task	Hours	Amount (@ \$185/hr)
<i>Olivia Y</i> implementation management and strategic planning	380	70,300
Monitoring progress	280	51,800
Statewide implementation of safety provisions	120	22,200
Resource development and support with systemic issues	580	107,300
Strengthen regional leadership capacity	80	14,800
TOTAL	1440	266,400
	Total Contract Not to Exceed:	\$843,905.00

Ex. 2

Revised 07/2008

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES**

1. **Parties.** This Contract is made and entered into by and between the Division of Family and Children's Services, Mississippi Department of Human Services, hereinafter referred to as "MDHS" and Center for the Support of Families, Inc., hereinafter referred to as "Independent Contractor."

2. **Purpose.** MDHS hereby engages the Independent Contractor and the Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

3. **Scope of Services.** The Independent Contractor shall perform and render the following services: See Exhibits "A" (Scope of Services), "C" (Agreed Order) and "D" (Olivia Y. Settlement Agreement and Reform Plan) which are attached hereto and incorporated herein by reference.

4. **Period of Performance.** The period of performance of services under this Contract shall begin on September 1, 2010 and end on April 30, 2011.

5. **Consideration and Method of Payment.**

A. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed Three Hundred Fifty Seven Thousand, Four Hundred Twenty Dollars and Zero Cents (\$357,420.00) for all products, services, salaries, travel, performances, costs, and expenses of whatever kind and nature of this Contract. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of Three Hundred Fifty Seven Thousand, Four Hundred Twenty Dollars and Zero Cents (\$357,420.00).

B. The Independent Contractor will bill MDHS for its services on a monthly basis at a rate of One Hundred Eighty Five Dollars and Zero Cents (\$185.00) per hour, up to 1,932 hours. Following the satisfactory completion, as determined by MDHS, of its monthly services, Independent Contractor shall submit invoices to MDHS, with the appropriate documentation, on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

6. **Relationship of Parties**

A. It is expressly understood and agreed that MDHS enters into this Contract with Independent Contractor on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Independent Contractor, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MDHS and the Independent

Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any act of MDHS or the Independent Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Independent Contractor.

B. Independent Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Contract.

C. Any person assigned by Independent Contractor to perform the services hereunder shall be the employee of Independent Contractor, who shall have the sole right to hire and discharge its employee. MDHS may, however, direct Independent Contractor to replace any of its employees under this Contract. If Independent Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Independent Contractor will not charge MDHS for those hours.

D. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Independent Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Contract sum.

E. Independent Contractor shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

7. **Termination for Cause.** If, through any cause, Independent Contractor shall fail to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

Notwithstanding the above, Independent Contractor shall not be relieved of liability to MDHS for damages sustained by MDHS by virtue of any breach of this Contract by Independent Contractor, and MDHS may withhold any payments to Independent Contractor for the purpose of set off until such time as the exact damages due to MDHS from Independent Contractor are determined.

8. **Termination for Convenience of MDHS.** MDHS may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of

Independent Contractor covered by the Contract, less payments of compensation previously made.

9. **Ownership of Documents and Work Products.** All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of MDHS upon completion of this Contract or upon termination of this Contract. MDHS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract.

The Independent Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDHS.

10. **Conflict of Interest.** Independent Contractor shall ensure that there exists no direct or indirect conflict of interest in the performance of this contract and/or performance by any of the Independent Contractor's Contractors/Subcontractors. Independent Contractor hereby warrants that no part of any federal or state money shall be paid directly or indirectly to an employee or official of MDHS as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Independent Contractor in connection with any work contemplated or pertaining to this Independent Contract or Agreement. Independent Contractor shall strictly comply with all conflict of interest provisions or standards of conduct provisions contained in any applicable state, federal, or local law, rule, or regulation.

11. **Record Retention and Access to Records.** Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

12. **Modification or Amendment.** Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this Contract must be in writing and signed by both parties hereto.

13. **Assignments and Subcontracts.** Independent Contractor shall not assign, sublet, or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

14. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.

15. Availability of Funds. It is expressly understood and agreed that the obligation of MDHS to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract are not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to MDHS for the performance of this Contract, MDHS shall have the right, upon written notice to Independent Contractor, to immediately terminate this Contract without damage, penalty, cost, or expense to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. Price Adjustment.

A. Price Adjustment Methods. The Contract price may be changed only by written agreement of the parties. The value of any work covered by any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods:

- (1) Unit prices, if any, previously approved by the parties and specified in this Contract; or
- (2) MDHS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDHS decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided for by written amendment to this Contract signed by both parties.

B. Submission of Cost Pricing Data. The Independent Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

17. Indemnification. MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Independent Contractor and/or its employees, servants, agents, contractors, and/or subcontractors. Independent Contractor agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

18. **Insurance.** Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

19. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

20. **Representation Regarding Contingent Fees.** The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Independent Contractor's bid, proposal, or herein.

21. **Representation Regarding Gratuities.** The Independent Contractor represents that neither it nor any officer, employee, agent, subcontractor or other representative of the Independent Contractor has violated, or is violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

22. **Procurement Regulations.** The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available for inspection at 301 North Lamar Street, Jackson, Mississippi.

23. **Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

24. **Stop Work Order.**

A. **Order to Stop Work.** The Division Director for Division of Family and Children's Services, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Independent Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Independent Contractor shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Division Director of the Division of Family and Children's Services shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order as provided in the "Termination for Cause" clause or the "Termination for Convenience" clause of this Contract.

B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor's price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 11, Modification or Amendment, of this Contract.

C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for cause or convenience, the Independent Contractor may be paid the agreed upon price for any completed deliverable or service not previously tendered to MDHS, provided that MDHS accepts any such deliverable or service; or Independent Contractor may be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

D. Adjustment of Price. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

25. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the Division of Family and Children's Services. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division of Family and Children's Services.

In a review before the Executive Director or designee, the Independent Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

26. **Confidentiality.** Independent Contractor shall treat all State data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under federal and state law and shall not disclose same to a third party without specific written consent of the State. In the event that Independent Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, Independent Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena as required by applicable state and/or federal law, rules, and regulations. The provision herein shall be binding upon the Independent Contractor and its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the Independent Contractor following any termination.

27. **E-Verify.** Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit."

28. **Compliance with Laws.** The Independent Contractor understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

29. **Reporting and Registration Requirements under Section 1512 of the American Recovery and Reinvestment Act of 2009.** Independent Contractor represents and warrants that it will ensure its compliance with the reporting and registration requirements of Section 1512 of the American Recovery and Reinvestment Act and in accordance with 2 CFR 176.50, if

applicable. See Exhibit "B".

30. **Entire Agreement.** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.

31. **Special Terms and Conditions.** It is agreed and understood by each party to this Contract that there are no special terms and conditions.

32. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

MDHS: Don Thompson, Executive Director
Mississippi Department of Human Services
P.O. Box 352
Jackson, Mississippi 39205

Center for the Support of Families, Inc.: Vernon Drew, President
Center for the Support of Families, Inc.
1107 Spring Street, Suite 2C
Silver Spring, Maryland 20910

IN WITNESS WHEREOF, this Contract has been made and interchangeably executed by the parties hereto in duplicate originals.

Witness my signature this, the 27 day of August, 2010.

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

BY: [Signature]
Signature
Mark A. Smith Deputy Executive Director
Printed Name Title

WITNESSES:

[Signature]
[Signature]

Witness my signature this, the 19th day of August, 2010.

CENTER FOR SUPPORT OF FAMILIES INC.

BY: [Signature]
Signature
T. Vernon Drew Jr President
Printed Name Title

WITNESSES:

[Signature]
[Signature]

EXHIBIT A

Scope of Services

I. PURPOSE OF PROJECT

The Olivia Y. et al. v. Barbour lawsuit, which sought reform to MDHS/DFCS' practices and policies concerning foster children in the Mississippi Department of Human Services (MDHS/DFCS) custody, resulted in the Mississippi Settlement Agreement and Reform Plan ("Reform Plan") which was agreed to by MDHS/DFCS in January 2008. The Reform Plan includes a requirement that MDHS/DFCS contract for an external assessment of actual and anticipated federal funding/reimbursement levels received by MDHS/DFCS and for the development of a plan describing the resources and infrastructure necessary to maximize the amount of federal funding/reimbursement received by MDHS/DFCS. In order to meet this requirement, MDHS/DFCS shall contract with the Center for the Support of Families, Inc. (CSF) to aid in meeting this Reform Plan requirement.

II. SCOPE OF SERVICES TO BE PERFORMED

The Center for the Support of Families, Inc. (CSF) shall perform five (5) distinct tasks in order to accomplish the tasks necessary to comply with the mandate of the Reform Plan.

Task I: Document Review

To begin the project, CSF will review all pertinent documents relative to maximizing federal funds for the Child Welfare system.

- ♦ To be thoroughly familiar with the requirements of *Olivia Y. et al. v. Barbour* lawsuit, CSF will begin their review with the Reform Plan, Year 1 and Year 2 Implementation Plans, and the recently approved Bridge Plan in order to ensure that the plan conforms to the requirements associated with the lawsuit and produces the level of information anticipated by MDHS and the parties.
- ♦ CSF will review the child welfare practice policy along with the financial components of Mississippi Automated Child Welfare Information System (MACWIS) for understanding the process of reporting and submitting financial data.
- ♦ CSF will conduct a thorough assessment of the policies, procedures, and/or practices employed by MDHS/DFCS from 2008 through the date of this contract that relate to or impact the securing, increasing, and/or maximization of federal funding/reimbursement received by MDHS/DFCS.
- ♦ CSF will review current purchase orders, contracts, and sub-grants related to child welfare, along with the Mississippi Personal Service Contract Review Board Regulations. This will include those for which DFCS receives federal reimbursement, as well as those solely state-funded. CSF will also review purchased service

arrangements with providers that do not involve formal contracts or purchase orders, e.g., services purchased through vendor payments and so forth.

- ♦ CSF will conduct an analysis of the current status of federal funding opportunities in Region IV of the Department of Health and Human Services (DHHS) to determine which potential opportunities have been recognized and approved by Region IV. CSF will limit the analysis to Region IV to provide a solid, defensible approach to any recommendations.

Task 2: Federal Funding/Reimbursement Received and Anticipated

- ♦ CSF will analyze the amounts of federal funding and/or federal reimbursement received by MDHS/DFCS for years 2008 through the date of this contract by major program area or activity.
- ♦ This analysis will include the anticipated amount of federal funding/reimbursement expected to be received by DFCS at the time the assessment is concluded, based on current sources of claiming utilized by MDHS, for example Title IV-E, and not necessarily inclusive of all other possible sources of claiming that might be available to the State. This assessment will include an analysis and calculation of the amount of federal funding/reimbursement MDHS/DFCS could or should have received during this relevant timeframe had MDHS/DFCS been able to maximize its current federal funding/reimbursement received by MDHS/DFCS based on the existing policies prior to any adjustments made as a result of this study.

Task 3: Assessment of Practice and Fiscal Policies

- ♦ CSF will then study practice and fiscal policies to determine strengths and weaknesses of the policies, procedures, and practices for federal revenue maximization.

Task 4: Recommendations and Implementation Plan

- ♦ Following the Study and Analysis Task 3, CSF will draft and provide to MDHS/DFCS an implementation plan detailing action steps that, if implemented, would maximize the amount of federal/reimbursement received by MDHS/DFCS. This plan will include specific action steps focusing on establishment of resources, infrastructure, and comprehensive information and specific recommendations regarding suggested changes to or expansion of policies, procedures, resources, processes, training and staffing that would maximize federal funding/reimbursement to MDHS/DFCS.

III. PROPOSED METHODOLOGY

CSF understands the importance and the scope of this project and will perform methodology and timeframes below for completion of the tasks and deliverables. CSF will subcontract with a qualified individual or company to conduct the tasks and prepare the deliverables described above and below in this scope of work. CSF will provide direction and oversight for this work, but it will be necessary to subcontract with a provider with expertise in child welfare financial/fiscal assessment activities in order to complete this set of tasks/deliverables.

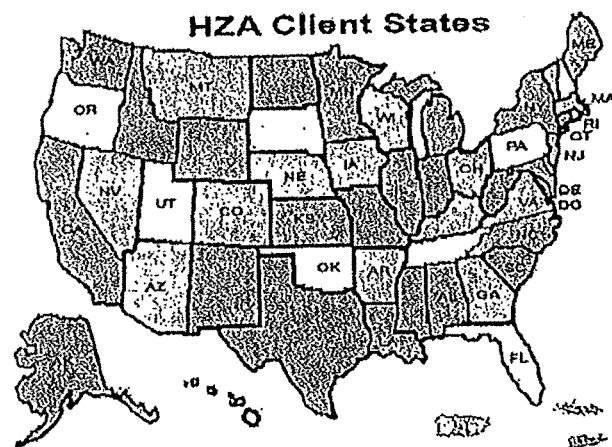
Subcontractor

CSF will engage the services of Hornby Zeller Associates, Inc. to work with them in this engagement.

Hornby Zeller Associates, Inc., (HZA) is a management consulting, research, and evaluation firm with offices in five states. HZA is dedicated to promoting policies and practices which enhance the lives of children and their families. The mission is accomplished through program evaluations, analysis of operations and the development of administrative tools for child welfare, family services, health and related agencies. HZA offers very broad national experience evaluating child welfare programs and services with a significant body of work in the areas of cost analysis, rate setting and revenue enhancement. HZA has also worked on many consent decrees and understands the rigorous standards which must be met for court monitor and oversight approval.

Founded in 1988 as Zeller Associates by Dennis Zeller, Ph.D., M.S.S.W., the firm became Hornby Zeller Associates, Inc. (HZA) in 1995 when Helaine Hornby, M.A., left her position as Director of the National Child Welfare Resource Center for Management and Administration at the University of Southern Maine to become a partner in the firm. Dr. Zeller was formerly Director of Policy Planning at the New York State Department of Social Services.

The firm has had contracts with government agencies in 35 states from coast to coast over the past 15 years, as shown in the map whose states are designated. It employs 40 full-time professional staff and maintain offices in these five states: New York, Maine, Pennsylvania, Arkansas, and Florida.



Both Dr. Zeller and Ms. Hornby are authorized to execute a contract on behalf of the organization. They are the two Principals of the firm and will be managing this engagement.

Joining them will be Karen Hallenbeck, HZA's Director of Project Operations. She has extensive experience in Medicaid reimbursement and maximization, and holds a degree in finance. The other two researchers on this project are Andrew Choens, MSW, and Lindsay Homenick, MSW, both experienced HZA staff and veterans of other revenue enhancement and rate setting projects.

Some of the past projects which qualify HZA to perform this work are listed below.

Revenue Enhancement

Alabama:	Revenue Enhancement/Rate Setting
Colorado:	Medicaid Workload Study
Colorado:	Level of Care System for Residential Care
Colorado:	Cost Allocation Plan for Child Placement Agencies
Georgia:	AFDC-relatedness Case Review
Georgia:	Project to Increase Title IV-E Penetration Rate
Maine:	Title IV-E Eligibility (subcontract)
Nevada:	Title IV-E Eligibility Review
Nevada:	Project Management and Cost Allocation Plan Development for Organizational Restructuring
Pennsylvania:	Washington County Revenue Enhancement
Utah:	Technical Assistance on Revenue Enhancement (subcontract)

Rate Setting

Louisiana:	Rate Setting for Foster and Residential Care
New Jersey:	Rate Setting for Foster Care
New Jersey:	Restructuring Rates for Contracted Foster Care
New Jersey:	Restructuring Rates for Regional Diagnostic and Treatment Centers
New Jersey:	Restructuring Rates for Shelter Care (116)
Rhode Island:	Rate Setting in Family Foster Care (subcontract)
Washington:	Voluntary Placement Program Rate Redesign Project
Washington:	Foster Care Rate Redesign Project

More detail can be found at www.hornbyzeller.com

Following the approval of the contract between MDHS and CSF, CSF, upon receiving approval from the court monitor, will subcontract with HZA to conduct the tasks described in the scope of work.

Project Initiation and Document Review (Months 1-2)

The initial activities of this project will be directed toward engagement with Department staff to further understand scope of current federal claiming and reimbursement for child welfare in Mississippi.

During initial meeting(s) with Department staff, CSF will get clarification on the entire scope of this project, as well as secure concurrence on the proposed timeframes for completion of the work. CSF will need to understand thoroughly the systems, both practice and fiscal, that impacts the availability of federal funding. The flow of collecting data to support a claim for federal funds as well as the instructions to staff for supporting documentation will be both analyzed and understood. MDHS will provide a single point of contact at the State Office (State Project Officer) from whom CSF will receive information and clarifications of questions that arise during the project. The single point of contact will secure and provide all requested documents to CSF.

CSF proposes that DFCS participate in discussions with other Region IV states to determine federal funding opportunities operational in sister states for TANF and Medicaid funding for child welfare.

Federal Funding/Reimbursement Received and Anticipated (Months 3-4)

CSF will work with DFCS staff to obtain and analyze the amounts of federal funding and/or federal reimbursement received by MDHS/DFCS for years 2008 through the date of this contract by major program area or activity.

Assistance from DFCS staff will be necessary to summarize this data by agreed-upon categories.

Assessment of Practice and Fiscal Policies (Months 5-6)

Based on findings in the documentation review, CSF will develop by funding category and services provided which services and policies support maximum federal funds claims and which need alteration to accomplish maximum Federal Financial Participation (FFP).

Recommendations and Implementation Plan (Months 7-8)

The final effort in this project will be to develop recommendations for changes needed in policies and systems to position Mississippi DFCS to generate additional federal funding for its child welfare programs.

DFCS needs a thorough understanding of the scope and impact of the recommendations on current operations. Following the development of recommendations, CSF will present these recommendations for consideration by the DFCS. Once recommendations are accepted by the DFCS, CSF will prepare an implementation plan to include changes in policy, infrastructure, systems, State plans, and training necessary for implementing each recommendation. Some recommendations will likely have dependencies on each other as well as on federal regional office approval; therefore, the implementation plan will present reasonable timeframes based on anticipated reasonable response.

EXHIBIT B

Budget

BUDGET

CSF will conduct the scope of work for a firm fixed cost. Each task is listed below with the anticipated level of effort and attendant cost. However, should greater or lesser effort be required, CSF will be reimbursed by deliverable.

MDHS will provide office space and access to all pertinent information documentation.

Deliverable	Task	Level of Effort	Rate	Cost
Project Initiation & Document Review				
	Project Initiation	32	\$ 185.00	\$ 5,920.00
	Review with the Reform Plan, Year 1 and Year 2 Implementation Plans, and recently approved Bridge Plan.	80	\$ 185.00	\$ 14,800.00
	Assessment of the policies, procedures, and/or practices employed by MDHS/DFCS from 2008 through the date of this contract that relate to or impact the securing, increasing and/or maximization of federal funding/reimbursement received by MDHS/DFCS.	240	\$ 185.00	\$ 44,400.00
	Current purchase orders, contracts, and subgrants related to child welfare will be studied, along with the Mississippi Personal Service Contract Review Board Regulations. This will include those for which DFCS receives federal reimbursement as well as those solely state funded.	176	\$ 185.00	\$ 32,560.00
	Analysis of the current status of federal funding opportunities in Region IV HHS	120	\$ 185.00	\$ 22,200.00
Deliverable Total				\$ 119,880.00
Cost Data Collection & Analysis				
	Review invoices, payments, provide information on client characteristics	160	\$ 185.00	\$ 29,600.00
	Examine DFCS data on contracts and clients served	240	\$ 185.00	\$ 44,400.00
	Obtain and Examine Medicaid Data	64	\$ 185.00	\$ 11,840.00
	Examine budget, cost pools, and cost allocation	176	\$ 185.00	\$ 32,560.00
Deliverable Total				\$ 118,400.00

Deliverable	Task	Level of Effort	Rate	Cost
Federal Funding/ Reimbursement Received & Anticipated				
	Analyze amounts of federal funding and/or federal reimbursement received by MDHS/DFCS	32	\$ 185.00	\$ 5,920.00
	Determine anticipated amount of federal funding/reimbursement expected to be received by DFCS at the time the assessment is concluded	12	\$ 185.00	\$ 2,220.00
Deliverable Total				\$ 8,140.00
Assessment of Practice & Fiscal Policies				
	Study practice and fiscal policies to determine strengths and weaknesses of the policies, procedures and practices for federal revenue maximization	400	\$ 185.00	\$ 74,000.00
Deliverable Total				\$ 74,000.00
Recommendations and Implementation Plan				
	Draft and provide to MDHS/DFCS an implementation plan detailing action steps that, if implemented, would maximize the amount of federal reimbursement	200	\$ 185.00	\$ 37,000.00
Deliverable Total				\$ 37,000.00
TOTAL BUDGET				\$ 157,420.00

Ex. 3



RFP No: 3583

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **September 15, 2010 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Human Services.

To obtain the services of a Vendor to perform analysis and recommend alternatives for the enhancement/replacement of the existing Mississippi Automated Child Welfare Information System (MACWIS)

The Vendor must submit proposals and direct inquiries to:

Debra Spell
Technology Consultant
Information Technology Services
Suite 508, 301 N. Lamar Street
Jackson, MS 39201-1495
(601) 359-2632
debra.spell@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3583
due September 15, 2010 @ 3:00 p.m.,
ATTENTION: debra.spell

David L. Litchliter
Executive Director, ITS

RFP No.: 3583
ITS RFP Response Checklist
Project No.: 37921
Revised: 5/11/2010

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP 3583.

- _____ 1) One clearly marked original response, eight (8) identical copy/copies and an electronic copy of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

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SECTION I SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (**ITS**), should contact for questions and/or clarifications.

Name _____	Phone # _____
Address _____	Fax # _____
_____	E-mail _____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Amendment A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

_____/_____
Original signature of Officer in Bind of Company/Date

Name (typed or
printed) _____

Title _____

Company name _____

Physical address _____

State of Incorporation _____

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

*RFP No.: 3583
Proposal Bonds
Project No.: 37921
Revised: 10/1/2009*

PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

SECTION II

PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response, eight (8) identical copy/copies, and an electronic copy of the complete proposal, including all sections and attachments, in three-ring binders.

- 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
- 8.3 Number each page of the proposal.
- 8.4 Respond to the sections and attachments in the same order as this RFP.
- 8.5 Label and tab the responses to each section and attachment, using the corresponding headings from the RFP.
- 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
- 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
- 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 8.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
- 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
- 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6 The Vendor must submit one clearly marked original and eight (8) copies of the clarification.
 - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and

RFP No.: 3583

Section II: Proposal Submission Requirements

Project No.: 37921

Revised: 10/1/2009

answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 13.1 The State's contact person for the selection process is: Debra Spell, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, MS 39201, 601-359-2632, debra.spell@its.ms.gov.
- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “ITS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at: http://www.its.ms.gov/rfps/rfps_awaiting.shtml.

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor’s Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. Vendor Personnel

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. Best and Final Offer

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing ITS contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Attachment A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and attachments of this RFP, including the *Standard Contract* attached as Attachment A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
- 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. **Approved Contract**

- 8.1 Written notification made to proposers on **ITS** Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
 - 8.1.1 letterhead, or
 - 8.1.2 Notification posted to the **ITS** website for the project, or
 - 8.1.3 CP-1 authorization executed for the project, or
 - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 ITS statute specifies whether ITS Director approval or ITS Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

10. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of ITS signs.

11. **Availability of Funds**

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. **CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. **Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.state.ms.us.

13.2 For state agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. **Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from ITS, unless ITS consents to extend the period. Failure to complete

negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. ITS may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language

specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. ITS Approval of Subcontractor Required

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. Inclusion of Subcontract Agreements

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. Negotiations with Subcontractor

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. References to Vendor to Include Subcontractor

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. Outstanding Vendor Obligations

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which ITS is the contracting agent and who has received written notification from ITS regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, ITS has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which ITS is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required

to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
22. **Equipment Condition**
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of one hundred eighty (180) days.
25. **Shipping Charges**
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the

software without restriction. This requirement applies to source code, object code, and documentation.

- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
29. **Ownership of Custom Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.
30. **Terms of Software License**
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.
31. **The State is Licensee of Record**
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.
32. **Remote Access via Virtual Private Network**
Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the State agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the State's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.
33. **Negotiating with Next-Ranked Vendor**
Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.
34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with his RFP proposal. If required, the cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi Department of Human Services after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

The Vendor must procure and submit to ITS, on behalf of Mississippi Department of Human Services, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to Mississippi Department of Human Services, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3583.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status

verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V

PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.

RFP No.: 3583

Section V: Proposal Exceptions

Project No.: 37921

Revised: 10/1/2009

4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Attachment A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

RFP No.: 3583
Section V: Proposal Exceptions
Project No.: 37921
Revised: 10/1/2009

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Attachments, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

- 1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the ITS website, <http://www.its.ms.gov>, clicking on the "Procurement" button to the left of the screen, selecting "Vendor Information", scrolling to the bottom of the page, and clicking on the link "Forms Required in RFP Responses." Vendors who have previously done business with the State should furnish ITS with their SAAS Vendor code.

SAAS Vendor Code: _____ OR Signed W-9 Form Attached: _____

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority or Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. Certification of No Conflict of Interest

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. Pending Legal Actions

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. Non-Disclosure of Social Security Numbers

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. Order and Remit Address

The Vendor must specify both an order and a remit address:

Order Address:

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Remit Address (if different):

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7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at http://www.its.ms.gov/rfps/rfps_awaiting.shtml. We will post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no Vendor response or Vendor compliance is required. “ACKNOWLEDGED” simply means the Vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. General Overview and Background

The Mississippi Department of Information Technology Services, on behalf of the Mississippi Department of Human Services (MDHS), Division of Family and Children’s Services (DFCS) is seeking the services of a Contractor to assist DFCS with determining the functional and technical requirements for the Mississippi Automated Child Welfare Information System (MACWIS) necessary to meet requirements of the *Olivia Y. et al. v. Barbour* Settlement Agreement, Reform Plans and annual Implementation Plans, Council on Accreditation (COA) and United States Department of Health and Human Services

(HHS) Administration for Children and Families (ACF) standard requirements (identified in Item 3.10 of this section of the RFP), and provide alternative solutions for implementation in accordance primarily with the requirements in Item 6.4.8 of this Section.

MDHS' mission is to provide services for people in need by optimizing all available resources to sustain the family unit and to encourage traditional family values, thereby promoting self-sufficiency and personal responsibility for all Mississippians. Within MDHS, the DFCS manages protective programs on behalf of Mississippi's children, youth and their families by providing a wide range of family-centered services with the goal of strengthening the family system. DFCS seeks to protect vulnerable children and adults from abuse, neglect or exploitation; support family preservation and community living; and prevent family violence and disruption, while supporting families and children in their own homes and communities whenever possible.

DFCS is currently staffed by approximately 1,000 people in 13 state regions for a total of 87 county office locations statewide. The Jackson offices are located at 750 North State Street. Additional information concerning DFCS organization and functions can be found on the DFCS web site <http://www.mdhs.ms.gov> (click "Family & Children's Services" on the left navigation).

The Contractor will be required to analyze current practices in the functional areas in Mississippi's child welfare community; evaluate, assess, and identify deficiencies in the existing system, business processes, policies, regulations and practices; and perform a gap analysis to determine, at a minimum, functional processes not supported by the current system, data elements not captured by the current system as well as additional report definitions required. The final recommendation should provide DFCS with available alternatives that include a cost benefit analysis and a recommended solution. The recommended solution must support DFCS current and planned business processes, the requirements of the *Olivia Y. et al. v. Barbour (Olivia Y.)* lawsuit and Reform Plan (Settlement Agreement), its annual Implementation Plans and Council on Accreditation (COA) requirements). Pursuant to the Period II Implementation Plan, a "*comprehensive analysis of the MACWIS system and its ability to perform the computer functions required by section II.A.5.a. of the Settlement Agreement and for recommendations of remedial efforts necessary to enable MACWIS to perform those Settlement Agreement requirements*" is mandated. The proposed solution must: (1) be capable of being easily modified to meet ever-changing federal and state child welfare legal and regulatory regulations requirements; and (2) be strategically aligned with accepted standards and the strategic technology plan of the State.

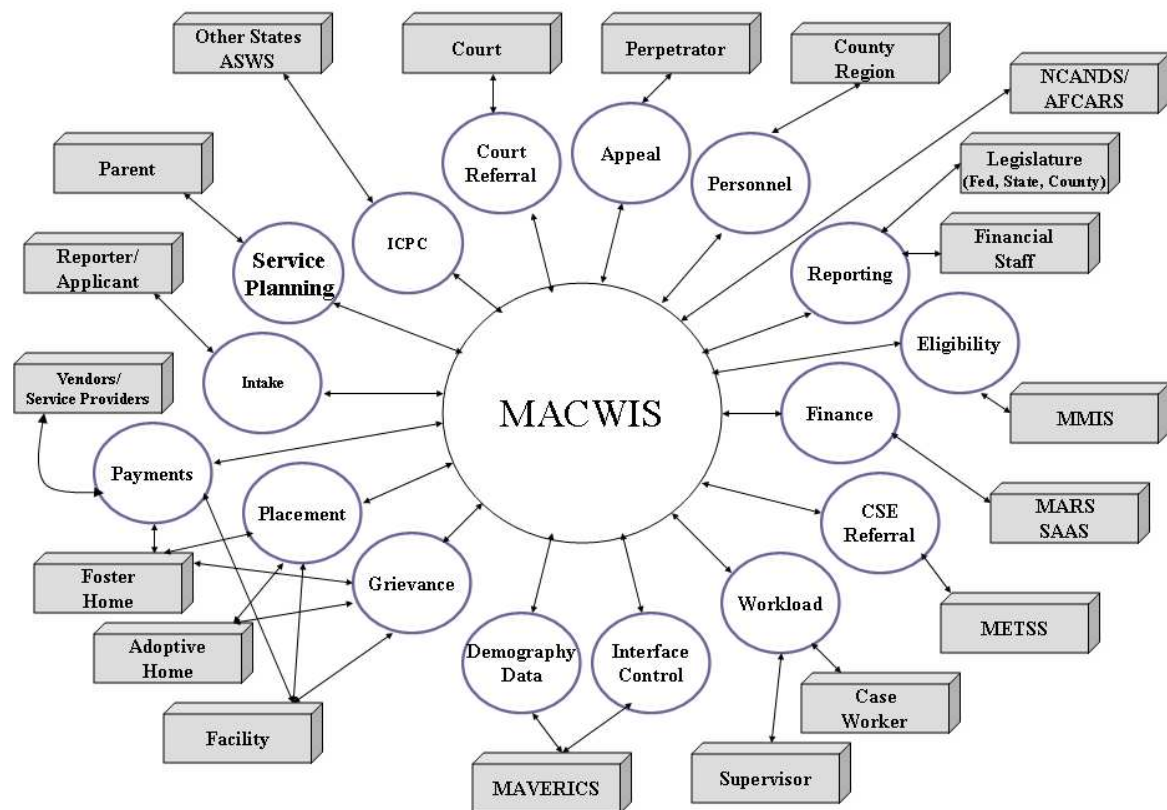
3. EXISTING MACWIS SYSTEM

MACWIS is the current application that provides for the automation of the business processes of DFCS to assist in providing services to families and children in Mississippi. This application has been deployed in a production environment statewide since May 2001, and has been modified and enhanced extensively through the years. MACWIS was

designed to provide DFCS with accurate case information sufficient to maintain family centered practice in a service delivery system. MACWIS interfaces with numerous internal applications such as Child Support and Economic Assistance, and applications external to the agency such as Medicaid.

3.1 **MACWIS Environment and Application** - The current MACWIS System exists within a highly complex business and technology environment (see the workflow diagram provided in Attachment B).

3.2 **MACWIS Application Diagram** - The diagram below illustrates the conceptual technical architecture of the current MACWIS system.



3.3 **MACWIS Modules** - Since implementation, MACWIS has undergone numerous modifications. These modifications were necessitated due to changes in policies, regulations, Performance Improvement Plans (PIP), *Olivia Y.* lawsuit, legislative requirements as well as routine maintenance needs of such a large scale application. The complex rules that are specific to the organization of various divisions and agencies within the State have also led to various customizations. The key modules of the current MACWIS system are listed below:

- **Workload module** provides workload management functions so that case workers can view their workload responsibilities and timeframes with the supervisors. Each case worker's workload consists of four major categories: Applications, Investigations, Service Cases, and Resource Cases. Assignments made to the case worker are displayed on the workload under the appropriate category. Bookkeepers for the county have an additional category on their workloads called County Finance. The counties assigned to this person as bookkeeper display under this category. Supervisors have those workers assigned to them for supervision on their workload. The Supervisor can view the worker's workload by clicking the plus sign by the worker's name, then clicking the plus sign by the particular category to be viewed.
- **Intake module** handles all the necessary rules, regulations and processes related to the intake of each new client. This is the entry point for Abuse, Neglect and Exploitation (ANE) Reports, Case Management Services, Intake and Referral (I&R) Referrals, Resource Homes and all other specialized custody cases. The Intake module contains an Intake log that displays all intakes for a particular county. There are several different filter criteria that can be used to narrow the search for a particular intake. There is also a Special Investigation log that is viewable only by those with special access. These are investigations involving high profile persons or employees or relatives of employees. The resource home studies, investigations, I&R and case management services (one-time payment services) are completed in the Intake module. Once approved, the resource home moves to the Resource module. If a case is opened from an investigation or other specialized custody intake, the case is moved to the Case module. There is also a function in intake that allows supervisors to transfer workers or workload from one person to another without having to do these one at a time. This is known as mass transfer.
- **Demographics module** provides entry for all persons involved in the various aspects of MACWIS and includes general demographic data. Demographic data such as name, date of birth, race, ethnicity and address can be entered along with employment history, military service and education history.
- **Case module** provides the necessary functionality to define, create, plan and manage services for each case that is managed by the Division. Service case information is stored in the case module. Case narratives, individual service plans, support services, placement information for foster children and support services provided are included in the case module along with other pertinent service case information.

- **Court module** provides the functionality related to court interactions. Intake recommendations can be completed for each ANE intake that is screened in for investigation. Custody episodes can be recorded. Court hearings, county conferences and child support referrals can be tracked. Termination of parental rights information can be recorded in this module.
- **Eligibility module** provides the facility to manage the IV-E eligibility determination of each child in custody. Adoption Subsidies determination as well as Medicaid processing for adopted children is included in this module.
- **Finance module** provides all necessary functionality for financial management for requesting payments to Vendors and providers to include foster homes and other agencies as well as integration with other financial systems and banking facilities. County funds and state allotments are tracked in this module. Funds received by children in custody, such as child support or SSI, are tracked also. Requests for payment of support services for clients are made in the case module and are paid through the finance module. Case management one time payments are initiated in the intake module and paid through the finance module. Payment records for foster board payments are generated from the case module and paid through the finance module. Adoption subsidy payments are generated in the eligibility module and paid through the finance module.
- **Resource module** provides all functionality related to the maintenance and management of all Vendors and resource providers to the Division. All approved resource homes can be found in the resource directory. Facility license information for those licensed by MDHS is tracked in this module. Information on other placement resources not licensed by MDHS is also found in the directory. License renewals and changes for facilities and homes are tracked in this module. Information on Vendors for support service payment can be tracked in this module.
- **Personnel module** provides all functionality related to position assignments, position history, county designations, employee detail, training history, performance appraisal ratings, and county designations such as Regional Director or bookkeeper. Subordinates are assigned to supervisors in this module.
- **Reports module** contains a limited number of reports that provide employee statistics, such as the vacancy rate in each county. Batch reports are generated as scheduled on the 5th, 10th, 15th, 20th, 22nd, and the last day of the month. Reports are run monthly/quarterly/yearly as specified.

- **System Administration module** provides Management Information Systems (MIS) with the ability to manage and administer different parts of the system. User security is maintained by adding new users, creating user IDs and setting passwords. State level role assignments are made such as state financial manager. Code tables are created and maintained. Ticklers, notices and alerts are added to the system in this module. Proxy and profile maintenance functions are also in this module. County and region information tables are created and updated here. Selective MACWIS support staff can view the workload of MACWIS users and have limited capabilities to maintain workers within the system. Certain staff such as Help Desk can view the workload of any MACWIS user. Management has access to the workload selection function that allows the user to view the workload of their subordinates.

3.4 **MACWIS Interfaces** - The MACWIS system is integrated with both internal and external systems through the use of file transfers as well as direct database access of other internal systems. Additional interfaces are currently in the planning stages based on federal requirements (such as the National Youth in Transition Database project – details listed below in the MACWIS data extractions section). One separate website exists that does not integrate with MACWIS but serves as an instrument for collecting needed information. MACWIS interfaces are included in Attachment D of this document. A detailed MACWIS Workflow Diagram is included in Attachment B of this document.

3.4.1 MACWIS interfaces with these key internal systems:

- Mississippi Applications Verification Eligibility Reporting Information and Control System (MAVERICS), for obtaining information regarding the demographics of persons who have been entered into the system via the intake function.
- Mississippi Enforcement and Tracking of Support System (METSS), for referrals of clients coming into the system and requiring support.

3.4.2 MACWIS interfaces with key external systems:

- Mississippi Statewide Automated Accounting System (SAAS)/MMRS (Mississippi Management Reporting System) is integrated for all fiscal activities involving payment disbursements to foster homes, and contracted facilities. This system also serves the collection of funds and warrant management. This interface occurs on a monthly basis.

- MMIS is the Medicaid Management Information System that MACWIS interacts with for establishing Medicaid eligibility. A file transfer is sent on a monthly basis from MACWIS to MMIS to for Medicaid-eligible children within the MACWIS system to become eligible within MMIS.
- Mississippi Youth Court Information Data System (MYCIDS) reports information on children who fall under the jurisdiction of the Youth Court. Mississippi Youth Court developed the DHS-MYCIDS Import Report application which connects to the MYCIDS server allowing users to view, print or save reports of cases imported into the MYCIDS system from the DHS-MYCIDS interface. The XML interface with MYCIDS occurs on a daily basis. Currently MYCIDS information is only gathered from two pilot counties.
- Family Preservation XML Import – DFCS works with two Vendors providing prevention services to families. The use of an XML interface specifically designed for Family Preservation Vendors provides a method for Vendor workers to input case narratives and support services from their systems into MACWIS via a weekly XML import.

3.4.3 MACWIS Data Extractions for Federal Reporting to ACF

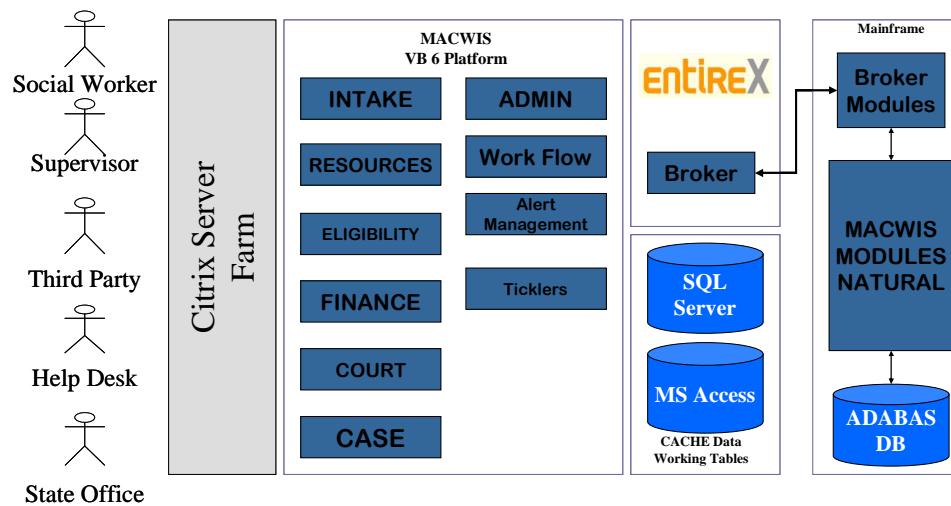
- Adoption Foster Care Reporting System (AFCARS) and National Child Abuse and Neglect Data System (NCANDS) are data extracts based on federal guidelines submitted to the federal government regarding children who are in foster care or who have been adopted in state child welfare agencies and is used for assessing the data quality and compliance of those agencies. DFCS submits AFCARS data extractions twice a year, March and November. DFCS submits NCANDS data extraction once a year in January.
- National Survey of Child and Adolescent Well Being (NSCAW) - To learn what happens to the children and families who come in contact with the child welfare system, the Children's Bureau of the Administration on Children, Youth and Families, U.S. Department of Health and Human Services, has undertaken NSCAW. DFCS submits to the federal government a data extraction based on federal NSCAW guidelines as requested.
- National Youth in Transition Database (NYTD) – To meet the law's mandate, ACF published a proposed rule in the Federal

Register on July 14, 2006 and a final rule on February 26, 2008. The rule establishes the NYTD and requires that States engage in two data collection activities. First, the State is to collect information on each youth who receives independent living services paid for or provided by the State and transmit this information to ACF biannually. Second, the State is to collect demographic and outcome information on certain youth in foster care whom the State will follow over time to collect additional outcome information. This information will allow ACF to track which independent living services States provide and assess the collective outcomes of youth. States will have until October 1, 2010 to implement the rule at which time they must begin to collect data. The first submission of data to ACF will be due no later than May 15, 2011.

3.4.4 Stand-alone Website

In October 2009 DFCS project Centralized Intake was implemented which changed the process of counties entering intake reports within MACWIS. One centralized hotline office now takes all report calls and enters the information into a stand-alone website designed specifically for this purpose. An automated email is generated to the county once the website report is completed. This website is a stand-alone instrument for collecting necessary information needed for data entry into the MACWIS system upon investigation of the reports.

- 3.5 **MACWIS Architecture** - The current implementation of the MACWIS architecture is based on the Client-Server architecture of the late nineties. The architecture of the current MACWIS system is based predominantly on the Visual Basic 6.0 platform with back-end access provided by the NATURAL/ADABAS databases. The current technology architecture is pictured below.



3.6 Key Characteristics of the Current MACWIS Technology Architecture

- The cornerstone of the architectural decision was to retain all of the information in centralized databases on the IBM Mainframe in ADABAS hierarchical databases. Direct access to this data store is not allowed.
- The ADABAS databases are accessed by implementing the data access logic in application programs implemented using NATURAL language programs. The NATURAL language programs are maintained on the mainframe, by NATURAL programmers and contain most of the business logic and business rules associated with the MACWIS system.
- Currently, six ADABAS databases support all of the DFCS business needs, serving different needs in the life cycle of the MACWIS application, such as test, development and production.
- The GUI front-end for the MACWIS system is implemented using Microsoft Visual Basic 6.0 platform and runs on Windows 2000 servers. The GUI front-end is not deployed on each desktop, but runs on 20 centralized servers and is accessed through the Citrix Metaframe technologies.
- Each user is equipped with a Wyse Thin Client workstation that connects with the Citrix servers using TCPIP accessing MACWIS functions within a Citrix desktop visible to users.
- Each user is assigned a Microsoft Active Directory ID. Authentication and access to the MACWIS system is controlled through the Microsoft Active Directory settings. Once the user is authenticated, MACWIS maintains its own access control to provide role based access. Depending

on the system administration setup each user is assigned specific roles and has access to different modules.

- The Citrix Load Balancer and other associated software are used to control and manage the load on the Citrix systems.
- A localized and individual Microsoft Access database is used to keep information for caching purposes. The MS Access caching enables the MACWIS application to meet performance and response time requirements.
- MS SQL Server databases are used to house information for Reporting and GIS purposes. In the past Crystal Reports along with WebFocus were used to generate ad hoc reports from MACWIS. Some of these reports are currently utilized. Currently an upgrade of the WebFocus tool is in progress to allow only designated MACWIS users to create ad hoc reports as needed.
- The mainframe MVS NATURAL language data access modules are accessed through the Middleware systems provided by Software AG's EntireX product line.

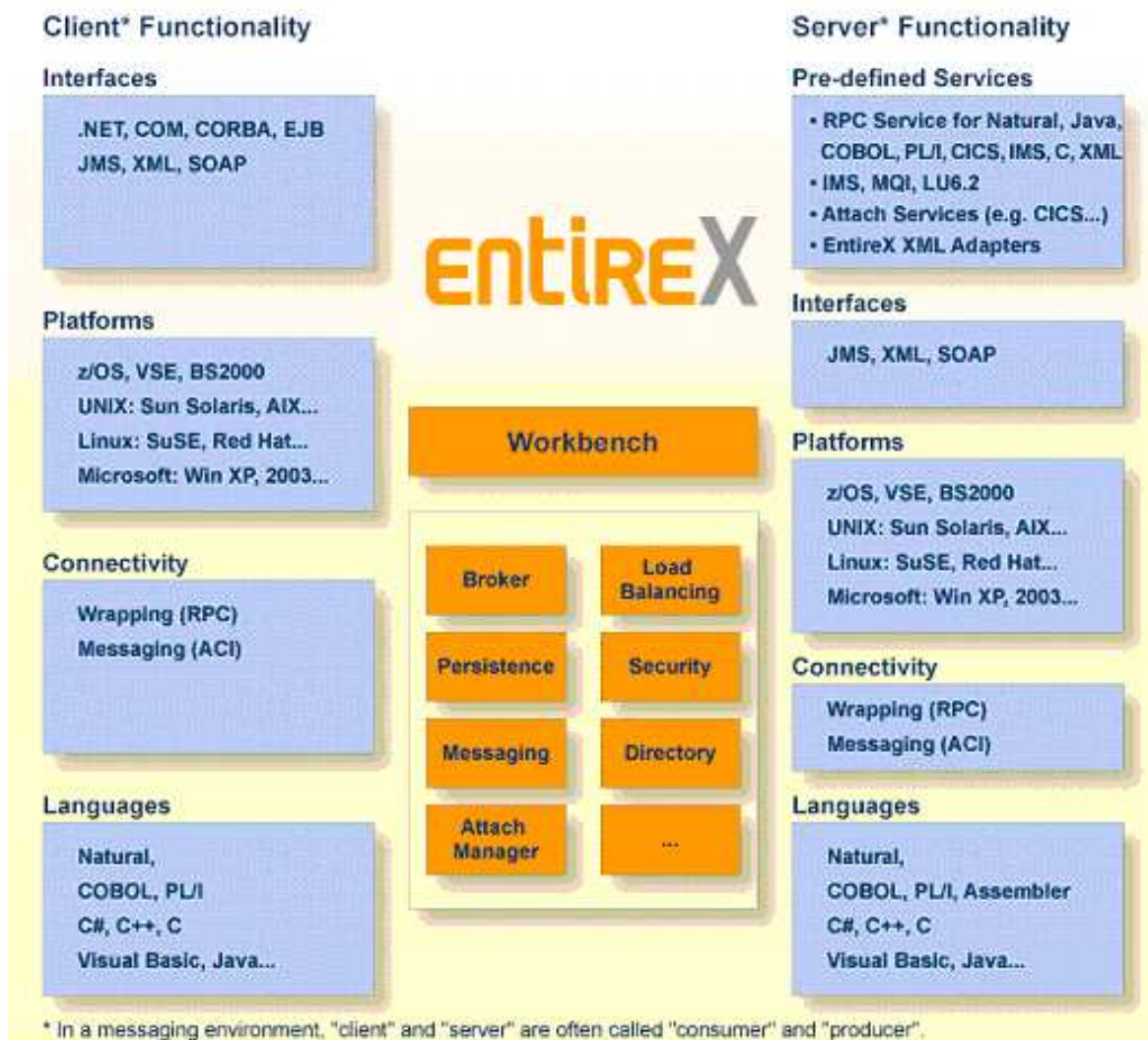
3.7 MACWIS Middleware Architecture

A detailed description of the MACWIS middleware architecture is important to understand the impact of the current architecture on maintenance and extensibility. The middleware architecture is provided by the Software AG EntireX product line as well as the NATURAL/ADABAS backend databases. The architectural decision to centralize all the databases on the mainframe under ADABAS was a sound one, so that information was not replicated across several systems.

The EntireX system architecture is illustrated in the diagram below. The following middleware flow is used to integrate between the Visual Basic 6.0 (VB6) GUI platform and the mainframe databases. The VB6 applications use the COM/DCOM integration mechanism provided by the EntireX platform to communicate with the EntireX Broker. The EntireX Broker is configured to invoke the correct back end applications using the Broker components running on the mainframe. The Broker component on the mainframe invokes the data access modules implemented using the NATURAL language. The Broker performs the necessary data transformation between the Windows VB6 platform and the mainframe EBCDIC based platform by marshalling and un-marshalling data. The NATURAL language applications incorporate the business logic, the business rules and the data integrity mechanisms to provide the appropriate level of access to the backend ADABAS databases. Since

ADABAS databases are not relational, all referential and data integrity mechanisms are implemented in the NATURAL language applications.

This type of middleware architecture was conducive to the two-tier Client Server, thick client architecture that was popular during the initial days of the implementation of the MACWIS system. Further documentation on the EntireX architecture can be found at the <http://www.softwareag.com> website (see diagram below for EntireX architecture).



3.8 Additional Information

- Public financial information is available at the following link: <http://merlin.state.ms.us> (under the Public Access query section).

- MDHS' website URL is: <http://www.mdhs.state.ms.us>.
- State of Mississippi portal URL is: <http://www.mississippi.gov>.

3.9 *Olivia Y. et al. v. Barbour Lawsuit/Settlement Agreement*

3.9.1 Mississippi Department of Human Services, Division of Family and Children's Services is currently under a Settlement Agreement (*Olivia Y. et al. v. Barbour* lawsuit) which was approved by a federal judge on January 4, 2008. MDHS/DFCS has five years to comply with all aspects of the court ordered settlement, including COA accreditation requirements detailed in the *Olivia Y* Settlement Agreement and Annual Implementation Plans. The MACWIS case management/data system will play an important role in the settlement agreement as new functionality and reporting must be added in order to collect, analyze, and report on all elements required by the settlement agreement. The Contractor will be expected by DFCS and the *Olivia Y* lawsuit defendants to include in the proposed solution recommendations relating to the content and schedule of the proposed settlement agreement implementation plan. The *Olivia Y* lawsuit Settlement Agreement and Annual Implementation Plans (Year I and II) details can be found on the MDHS website at the following link: <http://www.mdhs.state.ms.us/fcs.html>.

3.9.2 Based on Period II Implementation Plan, a “*comprehensive analysis of the MACWIS system and its ability to perform the computer functions required by section II.A.5.a. of the Settlement Agreement and for recommendations of remedial efforts necessary to enable MACWIS to perform those Settlement Agreement requirements*” is mandated. Page 7, Sections 5a-e of the Mississippi Settlement Agreement and Reform Plan.

3.10 **Federal Requirements** - Federal requirements are detailed in the ACF Feasibility Study Guide which will be utilized as a guideline for this project. Visit <http://www.acf.hhs.gov/programs/cb/systems/sacwis/cbaguide> and <http://www.acf.hhs.gov/programs/cb/systems/index.htm#sacwis> for additional information.

4. **Procurement Project Schedule**

Task	Date
First Advertisement/Release Date for RFP	7/27/10
Second Advertisement Date for RFP	8/3/10
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 8/13/10
Deadline for Questions Answered and Posted to ITS Web Site	8/31/10
Notification of Intent to Propose	3:00 P.M. Central Time on 9/3/10
Open Proposals	9/15/10
Evaluation of Proposals Begins (up to 5 weeks)	9/16/10
Optional Vendor Presentations (estimate)	10/12/10 - 10/14/10
ITS Board Presentation	11/18/10
Contract Negotiations Begin	11/18/10
Project Start Date (estimate)	1/1/11

5. **RFP Guidelines/Statements of Understanding**

- 5.1 The use of the term "Contractor" in this RFP in most cases shall mean the Vendor that has been selected to provide the services requested in this RFP using the State's evaluation process through the execution of a contract.
- 5.2 Vendor must be aware that **ITS** and MDHS want to leverage investments in the current hardware, software and infrastructure where possible, and request that deviations from this infrastructure be documented as to why and what will be gained.
- 5.3 The Contractor must be prepared to sign a HIPAA Business Associate Agreement with MDHS.
- 5.4 The Contractor is solely responsible for the fulfillment of the contract with MDHS. The Contractor will assume responsibility for all tasks, goods, and services offered. MDHS will consider the Contractor to be the sole point of contact with regard to all contractual matters. The Contractor will be responsible for the entire contract performance whether or not subcontractors are used. All references in this RFP to the Contractor and Vendor should be construed to encompass both the Contractor or Vendor and any and all subcontractors.

- 5.5 The Vendor must be aware that the MACWIS re-design project may be completed in three parts (Part I - Analysis/Alternatives, Part II – System Development/Modification, and Part III - Quality Assurance). The Contractor along with its subsidiaries or subcontractors receiving the award for Part I will **not** be allowed to submit a proposal for Part II – System Development/Modification, but will be allowed to participate in Part III – Quality Assurance as described in Item 6 of this section (Section VII) provided this Contractor is not selected to provide the optional services identified in Item 6.4.10.
- 5.6 The Vendor must also be aware the Part I may be conducted in two phases (Phase I for analysis of the existing MACWIS system, and Phase II for the development of Independent Verification services RFP) as described in Item 6 of this Section; and the State, at the completion of Phase I may choose to discontinue the services of the Contractor. The State reserves the right to assess the project's direction, and decide whether to continue with the selected Contractor (if the Contractor has chosen to propose services for this phase), acquire services through other procurements, or discontinue any further work on the project.
- 5.7 MDHS shall be the sole source of contact for all matters relating to this project with all officials of United States Department of Health and Human Services (HHS), Administration of Children and Families (ACF). MDHS will keep appropriate federal officials informed of the progress of the project as provided in funding regulations.
- 5.8 Cost or Pricing Data - If DFCS determines that any price, including profit or fee, negotiated in connection with this RFP was increased because the Contractor furnished incomplete or inaccurate cost or pricing data not current as certified in the Vendor's certification of current cost or pricing data, then such price or cost shall be reduced accordingly and this RFP must be modified in writing and acknowledged by the Contractor to reflect such reduction.
- 5.9 The Contractor must not commence any billable work until a valid contract has been fully executed by the parties and has been approved by the HHS/ACF. Subsequent to federal approval, the MDHS MACWIS Project Director will notify the Contractor in writing that work may commence.
- 5.10 At the State's option, all Vendors, or the top scoring Vendors may be requested to make an oral presentation, demonstration or discussion of their proposed solution for the purpose of clarification, confirmation, or to provide more detail on the materials presented in any part of the proposal. Vendor must be aware that:

- 5.10.1 The State is not required to request clarification. Therefore, all proposals must be complete and concise and reflect the most favorable terms available from the Vendor;
- 5.10.2 The project manager and other assigned key Vendor personnel must play a role in the presentation/demonstration/discussion;
- 5.10.3 All cost associated with this meeting will be solely the responsibility of the Vendor; and
- 5.10.4 The time and place of such presentations will be scheduled by the State to occur in Jackson, MS. The projected scheduled dates for presentations are Tuesday, October 12, 2010, through Thursday, October 14, 2010.
- 5.11 Vendors are requested to submit an "Intent to Propose" document to ITS by the date indicated in the project schedule in item 4 of this section (Section VII) indicating their intent to submit a proposal by the RFP due date and time. Please refer to the document in Attachment C, "Vendor Notification of Intent to Propose" for details.
- 5.12 The Vendor is requested to provide details on what features, functions, or other considerations exclusive of the specified requirements that either his company or the proposed solution offers the customer that may provide a distinct added value to MDHS. In the event that MDHS and ITS agree that such features, functions, or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional consideration.
- 5.13 To be eligible to submit a proposal in response to this RFP, the Vendor must provide a statement of affirmation for each requirement as specified below:
 - 5.13.1 The Vendor has not been sanctioned by a state or federal government within the last 10 years. For any action or suit filed within the last 10 years, or any claim made by any party that might reasonably be expected to result in litigation related in any manner to this contract or which may impact the Vendor's ability to perform, MDHS requires immediate notice in writing from the Contractor.
 - 5.13.2 The Vendor must have experience providing the type of services described in this RFP; and
 - 5.13.3 The Vendor must be able to provide each required component and deliverable as detailed in the Scope of Work.
- 5.14 Additional Proposal Submission Requirements

- 5.14.1 As stated in Section II, Proposal Submission Requirements, the Vendor must respond to the sections and the Attachments in the same order as the RFP, and must label and tab its responses to each section. Vendor should refer to Section II for instructions on how to respond. The State reserves the right to reject poorly completed proposals.
- 5.14.2 Proposals must be submitted in two parts: the functional/technical proposal and the cost proposal. The cost proposal will consist of Section VII, Items 12 - Cost Proposal, Item 13 - Change Order Rate, and Section VIII - the Cost Information Submission. The content of the functional/technical proposal will consist of all other sections of the RFP. The format must be in accordance with the instructions for submission outlined in Section II, and Section VII, Item 1 of this RFP.
- 5.14.3 The Vendor must include at the beginning of the technical/functional proposal a Transmittal Letter in the form of a standard business letter and must be signed by an individual authorized to legally bind the Vendor. It must include:
 - 5.14.3.1 A statement listing for verification, all addenda to this RFP issued by the State and received by the Vendor. If no addendum has been received, a statement to that effect must be included;
 - 5.14.3.2 A statement that the Vendor has sole and complete responsibility for the production of the deliverables defined in the RFP for the entire contract term, except those items specifically defined as the responsibility of the State;
 - 5.14.3.3 A statement confirming that the Vendor is registered to do business in Mississippi. The Vendor must provide its corporate charter number to work in Mississippi, if applicable;
 - 5.14.3.4 A statement that the Vendor's proposal shall remain valid for 180 business days after the closing date of proposal submission;
 - 5.14.3.5 A statement that no cost or pricing information has been included in this letter or any other part of the technical/functional (non-cost) proposal;

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Revised: 5/11/2010*

- 5.14.3.6 A statement that the Vendor agrees that any lost or reduced federal matching money as a result of unacceptable performance of a Contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in state payments to the Contractor;
- 5.14.3.7 A statement that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal;
- 5.14.3.8 A statement that the person signing this proposal certifies that he or she is the person in the Vendor's organization responsible for or authorized to make decisions concerning the prices quoted in the cost proposal;
- 5.14.3.9 If the use of a subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor stating:
 - 5.14.3.9.1 The general scope of work to be performed by the subcontractor; and
 - 5.14.3.9.2 The subcontractor's ability and willingness to perform the work indicated.
- 5.14.3.10 A statement naming any outside firms responsible for writing the proposal;
- 5.14.3.11 A statement agreeing that the Contractor and all subcontractors will sign the Drug Free Workplace Certificate (Attachment E);
- 5.14.3.12 A statement that the Vendor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract, and it shall not employ, in the performance of this contract, any person having such interest; and
- 5.14.3.13 If the proposal deviates from the detailed specifications and requirements of this RFP, the transmittal letter must identify and explain the deviations. The State reserves the right to reject any proposal containing such

deviations or to require modifications before acceptance.

- 5.14.4 The Vendor must also include an Executive Summary to follow the Transmittal Letter that condenses and highlights the contents of the functional/technical proposal to provide the State with a summary (five pages or less) of the Vendor's qualifications and approach to meeting the RFP requirements.
- 5.14.5 Each Vendor, its subsidiaries, affiliates or related entities shall be limited to one proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal will result in the rejection of the Vendor's proposal. Submission of more than one proposal by a Vendor may result in the rejection of all proposals submitted.

6. **Scope of Work**

6.1 General Requirements and Objectives

6.1.1 This project (Part I) may be conducted in the following phases:

- 6.1.1.1 Phase I – The Contractor must conduct an analysis of existing MACWIS technical and functional requirements to determine which option MDHS should pursue from the following: modify the existing system(s), replace the existing system(s), transfer and modify SACWIS compliant system from another state, or propose an alternate option; and
- 6.1.1.2 Phase II – If the Contractor has chosen to propose the optional services and the State elects to use the services of the Phase I Contractor for this phase, the Contractor must develop the RFP to acquire the services of an Independent Verification and Validation (IV&V) Contractor for DFCS. As stated in Item 5.5, the Part I Contractor will not be allowed to participate in the proposal submission process for an IV&V Contractor. Vendors submitting response to this RFP and desiring to be considered for Part III – Quality Assurance, should not propose services to develop the RFP for the IV&V services described in Item 6.4.10.

6.1.2 The Contractor is responsible for analyzing and understanding the following:

- 6.1.2.1 Federal SACWIS requirements;
 - 6.1.2.2 State of Mississippi/MDHS/DFCS specific business requirements;
 - 6.1.2.3 DFCS business processes (automated and manual);
 - 6.1.2.4 MACWIS existing application, environment, architecture;
 - 6.1.2.5 MACWIS existing internal and external interfaces;
 - 6.1.2.6 The *Olivia Y* Settlement Agreement, Annual Implementation Plans, and applicable COA standards; and
 - 6.1.2.7 The 2010-2012 State of Mississippi Master Plan for Information Technology and the Technology Infrastructure and Architecture Plan located at: <http://www.its.ms.gov/docs/MS%20MasterPlan.pdf> and http://www.its.ms.gov/docs/infrastructure_architecture_plan.pdf.
- 6.1.3 The Contractor will be required to identify the functional and technical requirements needed for an effective, accredited MACWIS case management/data system that meets the needs of DFCS staff by supporting DFCS business processes, and the requirements of the *Olivia Y* Settlement Agreement and COA requirements.
- 6.1.4 The Contractor will also be responsible for leading MDHS in the development of the requirements for an effective, accredited MACWIS system while satisfying the *Olivia Y* Settlement Agreement implementation plan and schedule.
- 6.1.5 The proposed solution must be capable of being easily modified to meet federal and state ever-changing child welfare legal and regulatory regulations requirements.
- 6.1.6 The Contractor will be responsible for conducting the research necessary to ensure MDHS is acquiring a web-based, technologically advanced system that will meet all required state and federal (SACWIS) mandates (including HIPAA and the requirements of the *Olivia Y* Settlement Agreement).
- 6.1.7 The Contactor will be required to work with the State to ensure that ACF standards and requirements are satisfied.

- 6.1.8 The Contractor must include a cost benefit analysis and risk assessment that meets ACF requirements. The analysis must address:
 - 6.1.8.1 HIPAA security rules;
 - 6.1.8.2 Costs of each alternative;
 - 6.1.8.3 The tangible benefits to the State; and
 - 6.1.8.4 The intangible benefits of each option.
- 6.1.9 The Contractor will be responsible for researching systems implemented by other states that have the potential for transfer and use by MDHS, in order to support the recommendations as outlined in Section 6.1.1.

6.2 Project Approach/Methodology and Management

- 6.2.1 Using the information derived from the project specification, the Vendor must fully describe his company's proposed approach to satisfying the State's needs throughout this project. This approach must demonstrate the Vendor's project understanding, practicality, efficiency, resources and unique qualifications.
- 6.2.2 The Contractor must perform all work in compliance with the Mississippi Uniform Commercial Code, departmental and IT procurement regulations, and must be in accordance with the provisions of 45 CFR Part 95 Subpart F as it relates to Automated Data Processing Equipment and Services.
- 6.2.3 The Vendor must describe in the proposal submitted in response to this RFP, how it will provide analysis of DFCS' current capabilities and resources. In addition to studying the existing system and documentation, it is anticipated that this effort will also involve interviewing sufficient selected DFCS staff in 87 county offices within 13 state regions, MDHS MIS staff, MACWIS Staff, DFCS State Office Staff and other MDHS contractors in order to provide an analysis of MDHS' needs and capabilities concerning MACWIS and existing DFCS processes, both automated and manual. This group of staff should be representative of staff at all levels and all major business functions. (DFCS will provide technical and child welfare program resources from management level to field-staff level for interviews and detailed discussions on current practice, processes and policies.)

- 6.2.4 The proposed project approach and management must take into consideration the following conditions. The Vendor must provide detail in proposal submitted in response to this RFP on how each condition fits within the Vendor's project management and project approach:
- 6.2.4.1 The Contractor will be required to work with MDHS and may be required to assist MDHS in meetings with ACF representatives;
 - 6.2.4.2 The Contractor will be responsible for working with the State Project Team;
 - 6.2.4.3 The Contractor will report to a State Project Manager. A member of the State Project Team will serve as the State Project Manager and will function as the day-to-day contact for the Contractor for the duration of this initial project. The State Project Manager will be responsible for managing:
 - 6.2.4.3.1 Communications with Contractor;
 - 6.2.4.3.2 Meetings (scheduled as needed with appropriate State representation);
 - 6.2.4.3.3 Issues, risks, and MDHS and Clients concerns;
 - 6.2.4.3.4 Project deadlines; and
 - 6.2.4.3.5 Obtaining deliverable sign-offs.
 - 6.2.4.4 The Contractor will provide written status reports to the State Project manager on a weekly basis. All reports must be provided in hard copy and electronically. All reports must be produced using the Microsoft Office Suite of products and Microsoft Project.
- 6.2.5 Vendor must fully describe his company's proposed project management plan for satisfying the State's needs throughout this project to include the following:
- 6.2.5.1 Project control;
 - 6.2.5.2 Manpower and time estimating methods;

- 6.2.5.3 Sign-off procedures for completion of all deliverables and major activities;
- 6.2.5.4 Management of performance standards, milestones and/or deliverables;
- 6.2.5.5 Assessment and management of project risks;
- 6.2.5.6 Anticipated problems such as loss of key personnel or loss of technical personnel;
- 6.2.5.7 Internal quality control monitoring; and
- 6.2.5.8 Problem identification and resolution.

6.3 Project Work Plan

- 6.3.1 The Vendor must include in the proposal submitted in response to this RFP, a preliminary work plan/schedule for the proposed services, which identifies the Contractor's concept of the work activities that must occur, responsibilities of the Contractor and the state project team, and deliverables that will be produced. Specifically, the following items must be included:
 - 6.3.1.1 A detailed work plan and schedule for all tasks, sub-tasks and deliverables required from beginning to completion of the project;
 - 6.3.1.2 Individual tasks and deliverables by project phase;
 - 6.3.1.3 All critical path and dependency tasks; and
 - 6.3.1.4 Responsibilities and person-hour estimates of effort for each deliverable and work activity, showing the Contractor and state team effort separately.
- 6.3.2 The Vendor must document, in detail, all assumptions made during the preparation of the proposal that impacted the proposal, including but not limited to, assumptions regarding state participation in the project, and other resources available.
- 6.3.3 The initial plan must include a detailed narrative description and calendar-based Gantt charts that summarize the level of effort for the entire project including any due dates, plans, reports, quality assurance checkpoints, and milestones.

- 6.3.4 The Vendor must define the anticipated timelines and estimated completion dates for the project deliverables within each phase in the initial work plan submitted with the Vendor's response.
- 6.3.5 The timeline must clearly specify the timeframes required for each task to verify that the Contractor can complete all requirements in **Part I – Analysis/Alternatives** under this contract within 12 months of contract execution as required in the *Olivia Y* Settlement Agreement.
- 6.3.6 The Contractor will be required to submit a revised, mutually agreed upon project work plan after final contract negotiations. The Contractor must submit the revised project work plan no later than fifteen (15) business days after the contract begin date. The State shall review and comment on the plan within ten (10) business days. The final Project WorkPlan must be provided five (5) business days following the receipt of the comments from the State.

6.4 Major Tasks and Deliverables

- 6.4.1 Prior to beginning work on any deliverable, the Contractor must submit a detailed outline, format example, and description of the deliverable. The State will review and approve the deliverable content and format, or provide any requested changes to the Contractor, within 3 to 15 working days, dependant on the complexity and/or size of the deliverable.
- 6.4.2 The State Project Team will formally review and approve each deliverable prior to acceptance and payment for a major task or phase. The Contractor must be willing to conduct any walk-through of deliverables should this be desired by the project team to fully understand the deliverable's content.
- 6.4.3 All deliverables identified within a project phase or task must be completed and approved by the State before the project phase or task will be considered complete.
- 6.4.4 The State Project Team must formally review the content of and approve each Contractor deliverable prior to final payment for a major task or project phase.
- 6.4.5 The Contractor must provide one copy of all deliverables in both hardcopy form and on electronic media using Microsoft Office Suite of products and Microsoft Project as appropriate. The

Contractor must provide final copies of all deliverables to the State Project Manager in electronic format at the conclusion of the project.

6.4.6 The Contractor must prepare and deliver a final Project Report no later than one month after the completion of the project. This report must critique the effectiveness of the overall project, and any recommendations for follow-up activities.

6.4.7 The Vendor must propose a set of deliverables by phase to include the following minimum items. The Vendor's proposed deliverables are not limited to the items identified below:

6.4.7.1 Project Workplan

6.4.7.2 Project management plan

6.4.7.3 Project final report

6.4.7.4 Documented business rules

6.4.7.5 Detailed Requirements Analysis Document that includes:

6.4.7.5.1 Process narrative

6.4.7.5.2 Process Flows

6.4.7.5.3 GAP Analysis

6.4.7.5.4 Data elements

6.4.7.5.5 Data Model/Entity Relationship Diagram

6.4.7.5.6 External interfaces

6.4.7.6 Functional reference document of the current system

6.4.7.7 Technical reference document of the current system

6.4.7.8 Reference document incorporating desired functional and technical recommendations

6.4.7.9 Functional specifications

6.4.7.10 Program specifications

6.4.7.11 Database specifications

- 6.4.7.12 Data Dictionary
- 6.4.7.13 System documentation
- 6.4.7.14 Capacity Plan and Network Requirements
- 6.4.7.15 List of technical requirements, including any applicable federal standards/guidelines, *Olivia Y.* lawsuit requirements, and COA requirements
- 6.4.7.16 Backup and Recovery Plan
- 6.4.7.17 Disaster Recovery Plan
- 6.4.7.18 Prioritized interim business process recommendations and/or quick fix suggestions for MACWIS
- 6.4.7.19 High-level SACWIS requirements document
- 6.4.7.20 Summary report of alternatives
- 6.4.7.21 Course-of-Action recommendations

- 6.4.8 Phase I Requirements
 - 6.4.8.1 Contractor must conduct a detailed analysis of current MACWIS processes, including the sources, types, and amounts of information for inclusion in a Detailed Requirement Analysis Document.
 - 6.4.8.2 This analysis must include a detailed review of all day-to-day processes of all functional areas to include the following minimum areas:
 - 6.4.8.2.1 Intake
 - 6.4.8.2.2 Demographics
 - 6.4.8.2.3 Workload Management
 - 6.4.8.2.4 Case Management
 - 6.4.8.2.5 Court
 - 6.4.8.2.6 Eligibility
 - 6.4.8.2.7 Finance
 - 6.4.8.2.8 Resource Provider Management

- 6.4.8.2.9 Federal and State Reporting
- 6.4.8.2.10 Personal and Training
- 6.4.8.2.11 System Administration and Security
- 6.4.8.2.12 Foster Care, Permanency and Adoption
- 6.4.8.2.13 DFCS Policy
- 6.4.8.2.14 Archive, Backup and Disaster Recovery
- 6.4.8.2.15 Reporting requirements pursuant to the *Olivia Y* lawsuit
- 6.4.8.3 The process study must address the inter-relationships among the divisions and offices in terms of services offered.
- 6.4.8.4 The Contractor must provide all business requirements included in, but not limited to, the following categories: Functional (processes or business functions and sub-functions), Informational (data), Performance, and Constraining.
- 6.4.8.5 The Contractor must analyze and understand the relationship of the existing interfaces with the external resources (see the table in Attachment D. The Contractor must provide, at a minimum, the following deliverables:
 - 6.4.8.5.1 Definitions of data integration points;
 - 6.4.8.5.2 Detailed list of technical requirements, and any applicable standards/guidelines, *Olivia Y* lawsuit deliverables, or COA requirements; and
 - 6.4.8.5.3 Future system interfaces based on the analysis of business processes.
- 6.4.8.6 The Contractor must analyze existing content to eliminate redundant information.
- 6.4.8.7 The Contractor must conduct a gap analysis to identify functions that are lacking as required by the *Olivia Y* lawsuit, COA, federal standards/guidelines

(SACWIS) and HIPAA. The Vendor must describe in the proposal submitted in response to this RFP, how this analysis will be conducted. This analysis must include, at a minimum, the following:

- 6.4.8.7.1 A Description of the required functional processes not supported by the current system;
- 6.4.8.7.2 Data elements not captured by the current system;
- 6.4.8.7.3 Reporting requirements pursuant to the *Olivia Y* lawsuit, COA, and federal standards/guidelines; and
- 6.4.8.7.4 Any additional report definitions.
- 6.4.8.8 The Contractor must provide business process improvement recommendations wherever beneficial in a manner that markedly enhances the efficiency of operations while utilizing the required technology of this project.
- 6.4.8.9 The Contractor must make a recommendation and provide justification on which of the following options DFCS should pursue based on the results of the analysis performed in the phase:
 - 6.4.8.9.1 Replacement of the existing system;
 - 6.4.8.9.2 Modifications of the existing system;
 - 6.4.8.9.3 Transfer and customization of SACWIS compliant application from another state; or
 - 6.4.8.9.4 Other recommendation.
- 6.4.8.10 This analysis must include a cost benefit analysis and risk assessment that meets ACF requirements. DFCS is specifically interested in, and requests assistance from the Contractor in identifying the costs of each alternative, the tangible benefits to the State, and the intangible benefits of each.

- 6.4.8.11 The Contractor must document the benefits associated with any recommended process re-design.
- 6.4.8.12 The Contractor must document the implications associated with re-design (such as training implications, organizational/management impact, physical impact (equipment, forms, etc.), legacy system, and financial impact).
- 6.4.8.13 The Detailed Requirements Analysis Document (see the requirements in 6.4.10) must provide sufficient input to develop the RFP for Part II – System Development/Modification of this project.
- 6.4.9 The Vendor must include in the proposal submitted in response to this RFP, examples of the following work products in order for the State to assess the quality and detail of work from previous projects. These examples should include:
 - 6.4.9.1 Process flows;
 - 6.4.9.2 Process narrative;
 - 6.4.9.3 Requirement Analysis Document;
 - 6.4.9.4 GAP Analysis; and
 - 6.4.9.5 Cost Benefit Analysis.
- 6.4.10 Optional Phase II Requirements - Vendors submitting a response to this RFP and desiring to be considered for Part III – Quality Assurance, should not propose services to develop the RFP for the IV&V services, but must respond to all other sections of this RFP. Vendors not wanting to provide IV&V services in Part III may respond to these items (6.4.10). However, the Vendor must be aware that the State may choose not to have the selected Contractor provide the services in this Phase. Pricing for this phase must be itemized as a separate item in Section VIII, Cost Information Submission:
 - 6.4.10.1 The Contractor will be responsible for preparing the RFP for the services of an Independent Verification and Validation Contractor (IV&V) for quality assurance based on the solution selected for implementation by MDHS.

- 6.4.10.2 The Contractor will be responsible for working with DFCS to define all functional, technical, and personnel requirement for the IV&V Contractor.
- 6.4.10.3 The Contractor must provide DFCS with examples of the Scope of Work and Technical Requirement Section from their most recent RFP for the procurement of a similar solution.

7. Location of Work

- 7.1 MDHS will provide adequate office space, equipment, and network connectivity for onsite Contractor and Subcontractor(s) staff members in Jackson, Mississippi for the purpose of performing their assigned duties. These accommodations include, but are not limited to, sufficient work space and resources, as well as limited access to the agency's network. If it is determined additional resources are necessary to complete the assigned work, these resources must be approved by MDHS before they can be used.
- 7.2 With the permission of MDHS, certain work can be performed at the Contractor's site if it can be demonstrated that the off-site work provides a savings to the State, and the work done offsite does not interfere with or slow the progress of the project, or reduce the quality of the work product(s).
- 7.3 MDHS will provide the customary and reasonable office resources and other office supplies that are used in everyday operations.
- 7.4 MDHS will provide access to the agency's phone system. Long distance service will not be provided. The Contractor will be responsible for providing any long distance service needed for his proposed staff.
- 7.5 MDHS agrees to provide the Contractor and its Subcontractor(s) with access to the agency computer network for internet usage only. The Contractor must use its own laptops and inform MDHS of the user's name and the make and model of the laptops that will be used. MDHS will control access to the internet on these laptops and reserves the right to restrict access at any time if it is deemed that a breach in security has occurred. State Office access will be restricted to normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. In the case of office closure due to state holidays or non working hours, the Contractor and Subcontractor(s) must seek approval from MDHS to be on site. If approval is granted, a staff person from MDHS must be available to assist and monitor work done by the Contractor and Subcontractor(s).

8. Vendor Qualifications

8.1 The Vendor must provide in the proposal a description of its organization. This description must contain all pertinent data relating to the Vendor's experience, organization, and personnel that would substantiate the qualifications and capabilities of the Vendor's company to perform the services described herein. The detail must include the following minimum requirements:

8.2 Corporate Experience

8.2.1 The Vendor must provide information on the Vendor's background and experience with child welfare case management/data system implementations. This experience must include knowledge of child welfare programs and policies.

8.2.2 The Vendor must include in the proposal, a list of all current or recent Department of Human Services, or related projects for state-level human services or child welfare agencies. The time frame to be covered should begin, at a minimum, in January 2005 through present date.

8.2.3 The Vendor must have experience and an understanding of state and local government contracting and be responsive to its unique requirements.

8.2.4 The Vendor must have experience in projects dealing with system analysis and case management. The degree of this experience will be weighted in the scoring methodology. Firms having experience with child welfare case management/data systems will be given the highest rating.

8.2.5 The Vendor must list any clients with whom it have ended its business relationship within the past three (3) years and provide an explanation. Vendor must include a full address, contact person, title, e-mail address, and telephone number for each client.

8.3 Organization Size and Structure

8.3.1 The Vendor must describe the organizational size and structure, and state whether the Vendor is based locally, regionally, nationally, or internationally as well as its relationship to any parent firms, sister firms or subsidiaries.

8.3.2 The Vendor must provide:

- 8.3.2.1 The location of his/her principal office;
- 8.3.2.2 The number of executive and professional personnel employed at this office;
- 8.3.2.3 The total number of employees company-wide;
- 8.3.2.4 The location of the place of performance of this proposed contract;
- 8.3.2.5 The date of establishment;
- 8.3.2.6 The State for which the company is incorporated;
- 8.3.2.7 Performance history and reputation;
- 8.3.2.8 Current products and services; and
- 8.3.2.9 Professional accreditations pertinent to the services provided by this RFP.
- 8.3.3 The Vendor must indicate what percentage of revenue and expense is represented in the company by this line of business as proposed.
- 8.3.4 The Vendor must describe other lines of business in addition to this line of business for which his company is engaged (indicate approximate percentages).
- 8.3.5 The Vendor must provide a copy of the most recent three annual reports, and a report of an independent auditor's opinion of the financial stability of the firm. Financial statements should include the following:
 - 8.3.5.1 Auditor's report,
 - 8.3.5.2 Balance sheet,
 - 8.3.5.3 Income statement,
 - 8.3.5.4 Statement of cash flow,
 - 8.3.5.5 Notes to financial statements, and
 - 8.3.5.6 Summary of significant accounting policies.

8.3.6 The Vendor must document its organization's affiliations through any fiduciary ownership or partnership relationship with any insurance company or third party administrator.

8.4 Background Information about Subcontractors - The Vendor must provide the same information as above for each subcontractor whom the Vendor proposes to perform any of the functions under this RFP.

9. Project Organization and Staffing

9.1 The Vendor must propose an adequate level of staffing to plan for the successful completion of the project in the required time frame. Staffing for the project must include those individuals as proposed. The Vendor must provide in the proposal:

9.1.1 A project manager assigned to DFCS for the duration of the project that will serve as the statewide leader. The Vendor must also provide the name of the supervisor of the assigned project manager.

9.1.2 The name and title for all key personnel (executive and professional) proposed for this project and state their duties and responsibilities.

9.1.3 A list of other projects to which the key personnel is assigned and the time allocated for each project;

9.1.4 The anticipated roles of personnel during all phases of the contract. All proposed key technical team leaders, including definitions of their responsibilities during each phase of the contract, should be included; and

9.1.5 An estimate of the staff-hours by major task(s) to be provided and proposed positions.

9.2 The Vendor must provide an organization chart of key staff proposed for this project. The organization charts must show:

9.2.1 Proposed organization and staffing during each phase as described in the RFP; and

9.2.2 Full-time, part-time and temporary status of all employees.

9.3 To provide consistency and continuity of project personnel, all key personnel identified in the Vendor's proposal must be committed to the project for the duration of the project. No changes of personnel will be made by Vendor

without prior written consent of the State, as stated in Article 36, Personnel Assignment Guarantee, in the Standard Contract in Attachment A.

- 9.4 The Vendor must provide the services of one or more subject matter experts on health and human services systems.
- 9.5 All individuals proposed must be proficient in written and spoken English.
- 9.6 Resumes and references for all key personnel assigned to this project must be included. Representative/non-key staff credentials will not be accepted for the Contractor's key positions. MDHS reserves the right to approve all individuals assigned to this project. Resumes must be submitted based on the following:
 - 9.6.1 Experience narratives may be attached to the resumes describing specific experience with the type service to be provided by this RFP.
 - 9.6.2 Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP:
 - 9.6.2.1 Experience working with Department of Human Services projects/programs, or other state-level human services and child welfare agencies;
 - 9.6.2.2 Case management systems;
 - 9.6.2.3 Knowledge of child welfare policies and practices;
 - 9.6.2.4 RFP development; and
 - 9.6.2.5 Writing Advance Planning Documents under ACF guidelines.
 - 9.6.3 Resumes of proposed managers and subject matter experts shall include:
 - 9.6.3.1 Experience in managing large-scale contractual services projects;
 - 9.6.3.2 Other management experience; and
 - 9.6.3.3 Supervisory experience including details and number of people supervised.
 - 9.6.4 Resumes must include relevant education and training, including college degrees, dates of completion, and institution name and

address; and professional credentials, including any degrees, licenses and relevant continuing education.

9.6.5 Resumes must include at least three (3) references that can be contacted to verify the individual's qualifications and experience.

9.6.6 Resumes should list the following information for each project reference provided by individual. Current MDHS staff must not be submitted for any reference for the above requirements:

9.6.6.1 Company name;

9.6.6.2 Immediate supervisor's name;

9.6.6.3 Immediate supervisor's title;

9.6.6.4 Supervisor's telephone number;

9.6.6.5 Supervisor's fax number;

9.6.6.6 Supervisor's e-mail address;

9.6.6.7 Duration of project;

9.6.6.8 Individual's role in the project; and

9.6.6.9 Reason the individual left the project.

9.6.7 Non-Key/Support Staff

9.6.7.1 The Vendor must outline in the proposal, specific plans for using additional resources; and

9.6.7.2 The Vendor should also address plans for the longevity of staff in order to allow for effective MDHS/DFCS support.

10. **Additional Terms and Conditions**

10.1 This section includes additional terms and conditions that will serve as a basis for negotiating or will be included in the contract resulting from this RFP. By submitting a proposal, Vendors are agreeing to include these provisions in any resulting contract unless exceptions and alternative language are clearly identified as specified in Section IV, "Legal and Contractual Information", Item 1 of this RFP. The State anticipates that additional provisions mutually agreed to by the Contractor and MDHS will be included in the Contract to reflect agreements with the selected Contractor's base proposal submission

and subsequent negotiations. A standard contract is also attached as Attachment A.

- 10.2 **Performance Standards/Actual Damages/Liquidated Damages** – the State reserves the right to assess actual or liquidated damages, upon the Contractor’s failure to provide timely services required pursuant to this contract. Actual or liquidated damages for failure to meet specific performance standards as set forth in the scope of work may be assessed as specifically set forth in each performance standard. The Contractor shall be given 15 days notice to respond before DFCS makes the assessment. The assessments will be offset against the subsequent monthly payments to the Contractor. Assessment of any actual or liquidated damages does not waive any other remedies available to DFCS pursuant to this contract or state or federal law. If liquidated damages are known to be insufficient then DFCS has the right to pursue actual damages. If the Contractor’s failure to perform satisfactorily exposes DFCS to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services and retainage, DFCS may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. If costs are incurred, DFCS shall account to the Contractor and return any excess to the Contractor. If the retainage is not sufficient, the Contractor shall immediately reimburse DFCS the difference or DFCS may offset from any payments due the Contractor.

10.3 **Stop Work Order**

- 10.3.1 DFCS Contract Administrator may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to an extension. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allowable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within an extension to which the parties shall have agreed, the Contract Administrator shall either:

10.3.1.1 Cancel the stop work order; or

10.3.1.2 Terminate the work covered by such order as provided in the “Termination for Default.

10.3.2 If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, only if:

10.3.2.1 The stop work order or extension results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

10.3.2.2 The Contractor asserts a claim for such an adjustment within 30 days after the end of the stop work order or extension.

10.4 Procedure on Termination

10.4.1 Contractor Responsibilities - Upon delivery by certified mail, return receipt requested, or in person to the Contractor a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

10.4.1.1 Stop work under the contract on the date and to the extent specified in the Notice of Termination;

10.4.1.2 Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;

10.4.1.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

10.4.1.4 Deliver to DFCS within the time frame as specified by DFCS in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DFCS;

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- 10.4.1.5 Complete the performance of the work not terminated by the Notice of Termination;
- 10.4.1.6 Take such action as may be necessary, or as DFCS may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DFCS has or may acquire an interest;
- 10.4.1.7 Fully train DFCS staff or other individuals at the direction of DFCS in the operation and maintenance of the process;
- 10.4.1.8 Promptly transfer all information necessary for the reimbursement of any outstanding claims;
- 10.4.1.9 Complete each portion of the Turnover Phase after receipt of the Notice of Termination; and
- 10.4.1.10 Proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause. The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to DFCS or its designated Contractor following termination of the contract for any reason.

10.4.2 MDHS/DFCS Responsibilities

- 10.4.2.1 Except for Termination for Contractor Default, DFCS will make payment to the Contractor on termination and at contract price for completed deliverables delivered to and accepted by DFCS. The Contractor shall be reimbursed for partially completed deliverables at a price commensurate with actual cost of performance. In the event of the failure of the Contractor and DFCS to agree in whole or in part as to the amounts to be paid to the Contractor in connection with any termination described in this RFP, DFCS shall determine on the basis of information available the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.
- 10.4.2.2 The Contractor shall have the right of appeal, as stated under Disputes (See also Article 21 of the Standard

Contract in Attachment A) from any such determination made by DFCS.

10.5 Right to Inspection

- 10.5.1 MDHS/DFCS, the Mississippi Department of Audit or any other auditing agency prior-approved by DFCS, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed.
- 10.5.2 The Contractor must provide access to all facilities and assistance for DFCS representatives.
- 10.5.3 All inspections and evaluations shall be performed in such a manner as will not unduly delay work.
- 10.5.4 Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract.
- 10.5.5 All audits performed by persons other than DFCS staff will be coordinated through DFCS and its staff.

10.6 Licenses, Patents and Royalties

- 10.6.1 The Contractor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software. The Contractor, without exception, shall indemnify, save, and hold harmless DFCS and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon MDHS' alteration of the article. MDHS will provide prompt written notification of a claim of copyright or patent infringement. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for MDHS the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives is reasonably available, the Contractor agrees to take back the article and refund the total amount MDHS has paid the Contractor under this contract for use of the article.

- 10.6.2 If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 10.6.3 The United States Department of Health and Human Services Administration for Children and Families reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such software, modifications, and documentation developed with federal financial participation.
- 10.7 **Contract Variations** - If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both DFCS and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or funding and shall be fully performed.
- 10.8 **Headings** - The headings used throughout this section are for convenience only and shall not be resorted to for interpretation of the contract.
- 10.9 Independent Contractor
- 10.9.1 It is expressly agreed that the Contractor is an independent Contractor performing professional services for MDHS and is not an officer or employee of the State of Mississippi or MDHS. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the Contractor and MDHS.
- 10.9.2 The Contractor shall be solely responsible for all applicable taxes, insurance, licensing and other costs of doing business. Should the Contractor default on these or other responsibilities jeopardizing the Contractor's ability to perform services effectively, MDHS, in its sole discretion, may terminate this contract. The Contractor shall not purport to bind MDHS/DFCS, its officers or employees nor the State of Mississippi to any obligation not expressly authorized herein unless MDHS has expressly given the Contractor the authority to do so in writing.
- 10.9.3 The Contractor shall give MDHS immediate notice in writing of any action or suit filed, or of any claim made by any party which might reasonably be expected to result in litigation related in any manner to the contract or which may impact the Contractor's ability to perform. No other agreements of any kind may be made

by the Contractor with any other party for furnishing any information or data accumulated by the Contractor under the contract or used in the operation of this program without the written approval of MDHS. Specifically, MDHS reserves the right to review any data released from reports, histories, or data files created pursuant to this Contract. In no way shall the Contractor represent itself directly or by inference as a representative of the State of Mississippi or the Department of Human Services except within the confines of its role as a Contractor for the Department of Human Services. MDHS' approval must be received in all instances in which the Contractor distributes publications, presents seminars, presents workshops, or performs any other outreach. The Contractor shall not use MDHS / DFCS' name or refer to the contract directly or indirectly in any advertisement, news release, professional trade or business presentation without prior written approval from MDHS.

10.10 Conflict of Interest

- 10.10.1 No official or employee of MDHS and no other public official of the State of Mississippi or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. A violation of this provision shall constitute grounds for termination of this contract. In addition, such violation will be reported to the State Ethics Commission, Attorney General, and appropriate federal law enforcement officers for review.
- 10.10.2 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interests shall be employed including subsidiaries or entities that could be misconstrued as having a joint relationship, and to employment by the Contractor of immediate family members of MDHS providers.

10.11 Employment Practices and Compliance Issues

- 10.11.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, political affiliations, or disability. The Contractor must act affirmatively to guarantee that

employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, or disability. Such action shall include, but is not limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 10.11.2 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification or requirement.
- 10.11.3 The Contractor shall comply with:
 - 10.11.3.1 The non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60;
 - 10.11.3.2 The Contractor shall comply with related state laws and regulations, if any; and
 - 10.11.3.3 The Contractor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations there under, and Section 504 of Title V of the Rehabilitation Act of 1973, as amended, and the Mississippi Human Rights Act of 1977.
- 10.11.4 If MDHS finds that the Contractor is not in compliance with any of these requirements at any time during the term of this contract, reserves the right to terminate this contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of the State.

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- 10.11.5 Unless otherwise provided herein, the contract price shall include all applicable federal, state, and local taxes. The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered in accordance herewith. MDHS makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.
- 10.11.6 The Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.
- 10.11.7 The Contractor must verify that all work supports the HIPAA Security Rules.
- 10.11.8 The Contractor shall use its best efforts to make certain that its employees and agents, while on MDHS premises, shall comply with site rules and regulations.
- 10.11.9 Environmental Protection
 - 10.11.9.1 The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (45 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15) which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.
 - 10.11.9.2 The Contractor shall report violations to the applicable grantor federal agency and the U. S. EPA Assistant Administrator for Enforcement.
- 10.11.10 Lobbying
 - 10.11.10.1 The Contractor certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.11.10.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying," in accordance with its instructions. This certification is a material representation of fact upon which reliance is placed when entering into this contract. Submission of this certification is a prerequisite for making or entering into this contract imposed under Title 31, Section 1352, U.S. Code. Failure to file the required certification shall be subject to civil penalties for such failure. The Contractor shall abide by lobbying laws of the State of Mississippi.

10.11.11 Bribes, Gratuities and Kickbacks - The receipt or solicitation of bribes, gratuities and kickbacks are strictly prohibited. No elected or appointed officer or other employee of the Federal Government or of the State of Mississippi shall benefit financially or materially from this contract. No individual employed by the State of Mississippi shall be permitted any share or part of this contract or any benefit that might arise there from. The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibitions against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

10.12 **Risk Management** - The Contractor may insure any portion of the risk under the provision of the contract based upon the Contractor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by MDHS, or imposition of penalties by MDHS.

10.13 **Worker's Compensation** - The Contractor shall take out and maintain, during the life of this contract, workers' compensation insurance for all employees employed at the project in Mississippi. Such insurance shall fully comply with the Mississippi Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the

Contractor shall provide adequate insurance satisfactory for protection of his or her employees not otherwise protected.

11. Payment Information

- 11.1 Payment will be made upon successful completion and written acceptance by **ITS** of deliverables as described by the Contractor in the State-approved Project Plan. The amount payable to the Contractor under this contract must be on a monthly basis. Contractor shall submit an invoice and progress report, to include any required deliverables, to MDHS for payment. Such invoice shall provide a description to sufficiently support payment by MDHS.
- 11.2 The Contractor must propose a method of payment that ties his payment to a tangible deliverable identified in the Contractor's Project Work Plan and agreed upon in final contract negotiations.
- 11.3 The payment for each major deliverable identified by the Contractor in the Project Work Plan from project beginning to completion shall be a contractually agreed amount minus a twenty percent (20%) retainage. The sum of payments will total the fixed costs for each Phase, as itemized in the Contractor's cost proposal. The retainage will be paid after the project has been completed and accepted by the State.

12. Cost Proposal

- 12.1 The Vendor must specify all costs associated with this project. The Vendor must propose a fixed amount for all services requested in this RFP including professional services, implementation costs, software support cost, training, customization, and any travel, subsistence or lodging costs. A fixed price proposal must be submitted for services in Part I, Phases I and II using the table in Section VIII, Cost Information Submission.
- 12.2 The Vendor must base this proposal in terms of a schedule of deliverable(s) and associated payment(s) for the State's consideration for this project's completion.

13. Change Order Rate

- 13.1 Vendor must submit, in Section VIII, Cost Information Summary, Table 2 an hourly rate, or rate schedule for performing any Change Orders requested by the State.
- 13.2 Vendor must submit a fully-loaded rate to include any travel or per diem costs, and a base rate that does not include travel or per diem costs. The fully-loaded rate would be used only when travel is required. These rates shall remain in effect for the duration of the contract.

- 13.3 Contractor staff related travel expenses as required and approved by the State for a Change Order must be invoiced at the fully-loaded rate (or less) since travel expenses will not be reimbursed. Change Order hours for any Contractor staff where travel is not required or approved by the State must be invoiced at the base rate (or less).

14. Proposal Evaluation Methodology

- 14.1 An Evaluation Team composed primary of **ITS** and MDHS personnel will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals. The Evaluation Team will use categories to score all proposals based on the following:

Categories	Maximum Value
General Requirements and Objectives/Project Approach/Methodology and Management	15 Points
Project Work Plan	20 Points
Vendor Qualifications and Staffing	25 Points
Value -Add	5 Points
Lifecycle Cost	35 Points
Change Order Rate	5 Points
Total	105 Points

- 14.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 14.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 14.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

14.2 The evaluation will be conducted in four stages as follows:

14.2.1 Stage1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, and timely delivery. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

14.2.2 Stage 2 – Technical/Functional Evaluation (all requirements excluding cost)

14.2.2.1 Technical/Functional categories and maximum point values are as follows:

Technical/Functional Category	Maximum Value
General Requirements and Objectives/Project Approach/Methodology and Management	15 Points
Project Work Plan	20 Points
Vendor Qualifications and Staffing	25 Points
Value -Add	5 Points
Total	65 Points

14.2.2.2 Proposals scoring less than 80% of the available technical/functional points (all non-cost requirements) exclusive of evaluation points for cost and added value may be eliminated from further consideration.

14.2.3 Stage III – Cost/Change Order Rate Evaluation

14.2.3.1 Points will assigned using the following formula:

$$(1-((B-A)/A))^n$$

Where:

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A = Total lifecycle cost of lowest valid proposal
B = Total lifecycle cost of proposal being scored
n = Maximum number of points allocated to cost for this acquisition

14.2.3.2 Cost categories and maximum point values are as follows:

Cost Category	Maximum Value
Lifecycle Cost	35 Points
Change Order Rate	5 Points
Total	40 Points

14.2.4 Stage IV – Selection of the successful Vendor

14.2.4.1 Optional Oral Presentation - At the State's option, Vendors remaining in a competitive posture near the end of the evaluation may be requested to make an oral presentation. This presentation must be in person in Jackson, Mississippi at the Vendor's expense and conducted within seven (7) calendar days of notification. The presentation must be made by the Vendor's proposed project principal. The presentation is intended to give the State an opportunity to become acquainted with the Vendor's project principal, receive a first-hand understanding of the proposal and engage in a question and answer session.

14.2.4.2 Final Quantitative Evaluation - Following any requested presentations, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

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SECTION VIII COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Part/Phase	Deliverable Number/Other	Deliverable/Task/Item	Hours	Cost
Total Cost				

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Table 2 – Change Order Rates

Role/Function	Base Rate	Fully-Loaded Rate

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 References must meet the requirement stated in Section VII, Item 8.2. Experience provided in response to Section VII, Item 8.2 may be used to satisfy the references requirements below.
- 1.2 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 1.3 In addition to the requirements in Section VII, Item 8.2, references should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
 - 1.3.2 The reference installation product/service must be configured similarly or identically to this RFP; and
 - 1.3.3 The reference installation must have been operational for at least twelve (12) months.

2. Subcontractors

The Vendor must identify in the proposal submitted in response to this RFP, any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

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REFERENCE FORM

Complete five (5) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:

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ATTACHMENT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

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**PROJECT NUMBER 37921
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Human Services located at 750 North State Street, Jackson, Mississippi 39202 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, Customer, pursuant to Request for Proposals ("RFP") No. 3583 requested proposals for the acquisition of analysis and recommendation services to set a direction for either the replacement or upgrade of Customer's Mississippi Automated Child Welfare Information System ("MACWIS"), and

WHEREAS, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue until the close of business on **INSERT COMPLETION DATE**. At the end of the initial term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Under no circumstances, however, shall this Agreement be renewed beyond **INSERT END RENEWAL DATE**. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30)

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days in which to notify Contractor of its intention to either renew or cancel the Agreement.

1.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 2 SCOPE OF SERVICES

Contractor shall assign the individuals specified in Exhibit A, which is attached hereto and incorporated herein by reference, to Customer to produce the deliverables specified in Exhibit A and perform the analysis services for Customer's MACWIS system as specified in RFP No. 3583 and Contractor's proposal, as accepted by Customer, in response thereto, which are both incorporated herein by reference. While Contractor's work is to be performed primarily on-site in the Customer's offices in Jackson, Mississippi, it is understood that with the Customer's written approval, certain work can be performed off-site if it can be demonstrated to the Customer's satisfaction that the off-site work provides a savings to the Customer and that the work done off-site does not interfere with or slow the progress of the project or reduce the quality of the work. Contractor accepts full responsibility for all problems arising out of a decision to perform off-site work. The parties understand and agree that while the usual work hours will be 8:00 A.M. to 5:00 P.M. (Central Time) Monday through Friday, occasionally they may be required to work outside of these hours.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 The total compensation to be paid to the Contractor by Customer for all products, services, travel, performances and expenses under this Agreement shall not exceed the specified sum of **\$INSERT AMOUNT**, and shall be payable as set forth in the Payment Schedule and Deliverables List attached hereto as Exhibit A.

3.2 Customer shall have from three (3) to fifteen (15) working days to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor shall correct such deficiencies within ten (10) working days unless the Customer consents in writing to a longer period of time.

3.3 Contractor shall submit an invoice with the appropriate documentation to Customer upon Customer's acceptance of the deliverables. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor

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understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using the Statewide Automated Accounting System (“SAAS”) shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Contractor’s choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

3.4 Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 4 WARRANTY

4.1 The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

4.2 Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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4.3 Contractor represents and warrants that no official or employee of Customer, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

4.4 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 5 EMPLOYMENT STATUS

5.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

5.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

5.3 Any person assigned by Contractor to perform the services hereunder shall be the

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employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

5.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.5 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 7 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

8.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is only required to negotiate with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

8.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

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8.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

8.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION

10.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the

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parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

10.2 In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on "Consideration and Method of Payment", but in no case shall said compensation exceed the total fixed price of this Agreement.

10.3 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

ARTICLE 11 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 12 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 13 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement

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shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 15 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 17 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 18 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier

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with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Customer's address for notice is: Mr. Tim Ragland, Chief Systems Information Officer, Mississippi Department of Human Services, 750 North State Street, Jackson, Mississippi 39202. The Contractor's address for notice is: **INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 20 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 22 COMPLIANCE WITH LAWS

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Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 23 CONFLICT OF INTEREST

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

ARTICLE 24 SOVEREIGN IMMUNITY

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 25 CONFIDENTIAL INFORMATION

25.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

25.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 26 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its

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entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer. It is understood and agreed that the United States Department of Health and Human Services (HHS) Administration for Children and Families (ACF) shall be and hereby is granted a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation designed, developed or installed specifically under this Agreement pursuant to 45 CFR 95.617.

ARTICLE 28 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 29 ENTIRE AGREEMENT

29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3583 and Contractor's Proposal in response to RFP No. 3583 are hereby incorporated into and made a part of this Contract.

29.2 The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3583 and written addenda, and

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D. Contractor's Proposal, as accepted by Customer, in response to RFP No. 3583.

29.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

ARTICLE 30 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 SURVIVAL

Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

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ARTICLE 33 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 34 NETWORK SECURITY

Contractor and Customer understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Contractor and Customer agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Contractor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Contractor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Contractor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

ARTICLE 35 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement.

ARTICLE 36 PERSONNEL ASSIGNMENT GUARANTEE

Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with

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Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to Customer within thirty calendar days or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 37 LIQUIDATED DAMAGES

It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Customer. In the event of a delay as described herein, Contractor shall pay Customer, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of five hundred dollars (\$500.00) per day for each calendar day of delay caused by Contractor. Customer may offset amounts due it as liquidated damages against any monies due Contractor under this Agreement. Customer will notify Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date Customer deducts such sums from money payable to Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Customer.

ARTICLE 38 RETAINAGE

To secure the Contractor's performance under this Agreement, the Contractor agrees the Customer shall hold back as retainage twenty percent (20%) of each amount payable under this Agreement. The retainage amount will continue to be held until final acceptance of the deliverables by the Customer.

ARTICLE 39 CHANGE ORDER RATE AND PROCEDURE

39.1 It is understood that the State may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer which have no price or schedule effect.

39.2 The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a change order; if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope

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of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

39.3 With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rate specified in the attached Exhibit A. If there is a service that is not defined in the change order rate, the Contractor and the State will negotiate the rate. The Contractor agrees that each change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement.

39.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

39.5 The Contractor will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

39.6 In the event the Contractor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Contractor shall submit to the Customer a revised version of the project work plan clearly indicating all changes at least five (5) working days prior to implementing any such changes.

39.7 The Customer shall promptly review all revised project work plans submitted under this Agreement and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

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For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Department of
Human Services**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Mississippi Department of Human Services

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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EXHIBIT A

Payment Schedule & Deliverable List

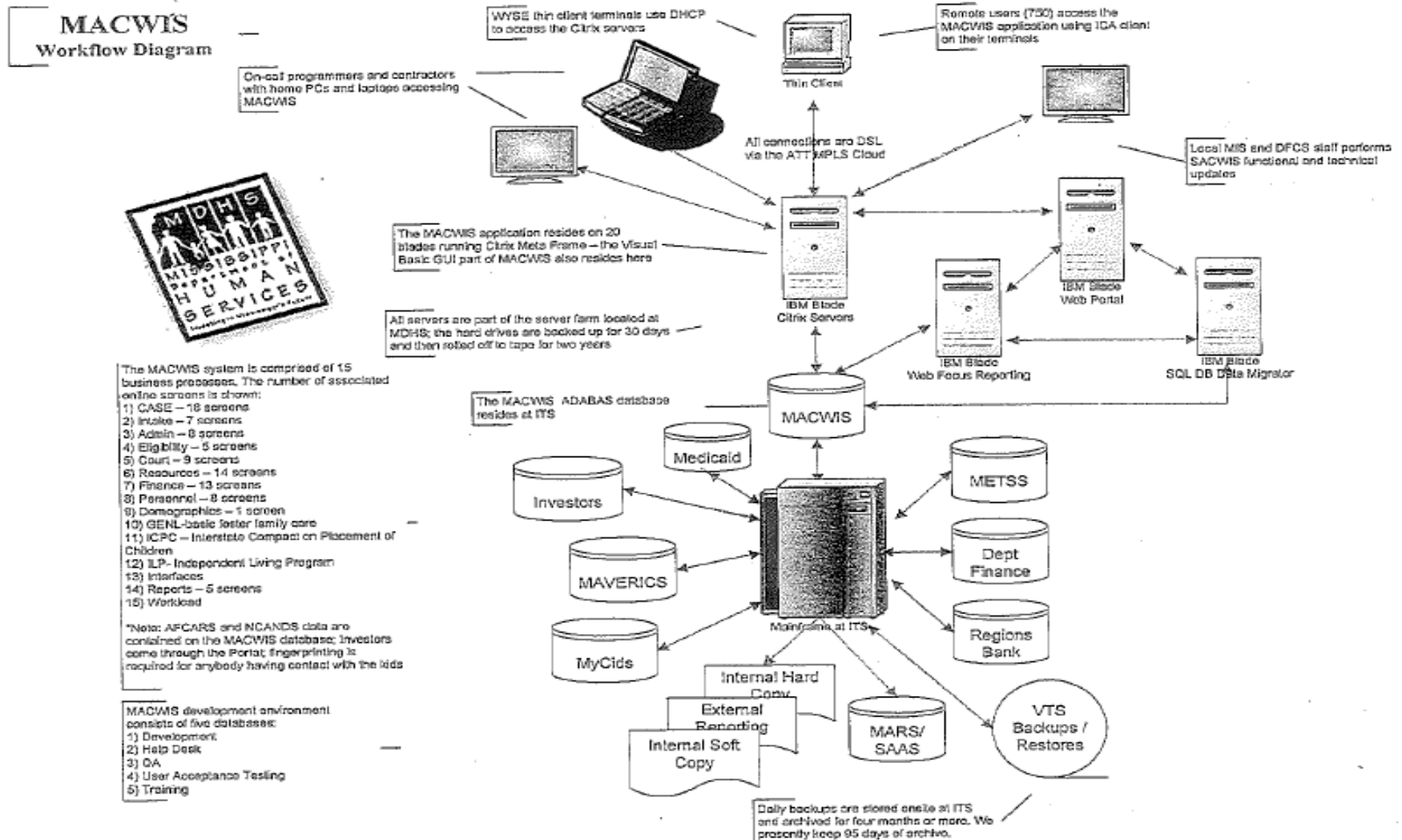
Deliverables	Due Date	Cost	20% Retainage	Actual Amount Paid

RFP No.: 3583

Attachment B: MACWIS Work Flow

Project No.: 37921

Revised: 5/11/2010



RFP No: 3583
Attachment C: Intent to Propose
Project No.: 37921
Revised: 5/11/2010

Attachment C

Vendor Notification of Intent to Propose

in Response to RFP Number 3583
for MACWIS Analysis Services

ITS invites all prospective Vendors to offer their proposals in response to this RFP. ITS requests that Vendors mail, e-mail, or fax this form to the attention of the project contact, **Debra Spell, by 3:00 P.M. Central Time, Friday, September 3, 2010**, indicating the Vendor's intention to either participate in this procurement project by making a subsequent proposal by the RFP due date and time.

This information is requested to allow the ITS staff to gauge prospective participation in this project and monitor receipt of the indicated proposals as the due date and time arrives.

Please note: Filing this form is voluntary. Qualified Vendors are not required to file this form in order to participate in this RFP project. ITS will still accept proposals from Qualified Vendors even if they choose not to file this information. Additionally, even though a Qualified Vendor has indicated that they may file a proposal, they are not obligated to submit a proposal.

<p>TO: Debra Spell ITS 301 North Lamar Street, Suite 508 Jackson, MS 39201 Debra.spell@its.ms.gov Fax Number: 601.354.6016</p>
--

I intend to submit a proposal in response to the project indicated below:

Project Number: 3583

Project Title: MACWIS Analysis Services

(Signature)

(Company Name)

(Name)

(Address)

(Title)

(Address)

(E-mail address)

(Phone Number)

(Fax Number)

RFP No.: 3583
Attachment D: Interfaces
Project No.: 37921
Revised: 5/11/2010

Attachment D Interfaces

Interface	Entity	Internal/ External	Incoming/ Outgoing	Scheduled to Run	Brief Description
DOM	Division of Medicaid	External	Outgoing	Monthly	Batch file transmitted to shared disk pack
YV/FPS	Youth Villages (Family Preservation Project)	External	Incoming	Weekly	This job run weekly as an XML interface to MACWIS updating services
MCHS/FPS	Mississippi Children's Home Society (Family Preservation Project)	External	Incoming	Weekly	This job run weekly as an XML interface to MACWIS updating services
AFCARS	HHS/ACF-Administration for Children & Families	External	Outgoing	Semi-annually	Batch file transfer protocol via CyberFusion
NCANDS	HHS/ACF-Administration for Children & Families	External	Outgoing	Annually	Batch file transfer via the NCANDS portal
NSCAW	HHS/ACF-Administration for Children & Families	External	Outgoing	As Requested	Batch file transfer via the RTI portal
MyCids	Youth Courts	External	Outgoing	Daily	XML interface to the MyCids designated server
SAAS	Department of Finance & Administration	External	Outgoing	Monthly	Batch file transmitted to file name designated for DFA transmissions
Regions Bank	Regions Bank	External	Outgoing	Monthly	Batch file transfer protocol to Regions
METSS	Department of Human Services	Internal	Outgoing	Monthly	Batch file transmitted to file name designated for METSS

RFP No.: 3583
Attachment E: Drug-Free Certificate
Project No.: 37921
Revised: 5/11/2010

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

1) This certification is required by regulations implementing the Drug-Free Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

3) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).

5) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Ex. 4

Summary of Data Reports Produced During Bridge Period
Prepared by the Office of the Court Monitor

Title of Data Report in Exhibit A, June 10, 2010 Agreed Order	Title of Report Received	MACWIS Report Number, or Other Report Identifier, as Received	Cite for Related Period 2 Requirement	Related Period 2 Requirement (data reports required by Exhibit A, June 10, 2010 Agreed Order were not, in many cases, designed to present outcome data corresponding to Period 2 requirements)	Date First Report Required by Exhibit A, June 10, 2010 Agreed Order	Date of Defendants' Correspondence Transmitting Data Report	Start of Time Period Report Covers	End of Time Period Report Covers	Reported Measure	Total Reflected in Data Reports Pursuant to Exhibit A, June 10, 2010 Agreed Order
Number of Licensed/Pending Foster Family Homes	Number of Licensed Foster Family Homes	MWZRESLD	Period 2 §II.7.c.	III. Foster Care Services Assessment and Implementation Steps 7. Child Placement c. By December 1, 2009, DFCS shall develop and implement an expedited process for licensing screened relative caregivers to enable a child to be placed quickly with relatives upon entering placement. No foster child entering custody will be placed in an unlicensed relative placement, subject to the allowance of the emergency licensing process that allows 60 days for the licensing process to take place.	7/24/10	7/23/10	6/1/10	6/30/10	Number of licensed foster family homes	2235
									Licensed relative foster family homes: 518 (23.2%)	
									Licensed non-relative foster family homes: 1717 (76.8%)	
			Period 2 IP §II.7.a.	III. Foster Care Services Assessment and Implementation Steps 7. Child Placement a. By May 1, 2009, all foster care settings, including relative placements, shall be screened prior to the initial placement of foster children to ensure that children receive safe, sufficient, and appropriate care. Additional screens shall be completed at least once annually thereafter and within two weeks of a reported change in the residents of a foster home. Screens shall include criminal and child welfare background checks of all household members who are at least 14 years old. No foster child shall be placed in a home prior to DFCS receipt of the background check results.		8/23/10	7/1/10	7/31/10	Number of licensed foster family homes	2242
									Licensed relative foster family homes: 543 (24.2%)	
									Licensed non-relative foster family homes: 1699 (75.8%)	
			SA §II.B.5.o.	III. Standards B. Foster Care Service Standards 5. Child Placement By the end of implementation Period 2: o. All relative placements approved for expedited placement shall undergo the full licensing procedure within 60 calendar days of the child's placement in the home						
Number of Pending Foster Family Homes	Number of Pending Foster Family Homes	MWZRESFD	Period 2 §II.7.c.	III. Foster Care Services Assessment and Implementation Steps 7. Child Placement c. By December 1, 2009, DFCS shall develop and implement an expedited process for licensing screened relative caregivers to enable a child to be placed quickly with relatives upon entering placement. No foster child entering custody will be placed in an unlicensed relative placement, subject to the allowance of the emergency licensing process that allows 60 days for the licensing process to take place.	7/24/10	7/23/10	7/19/10	7/19/10	Number of pending foster family homes	243
									Pending relative foster family homes: 52 (21.4%)	
									Pending non-relative foster family homes: 191 (78.6%) Home study in progress: 193 (79.4%)	
			Period 2 IP §II.7.a.	III. Foster Care Services Assessment and Implementation Steps 7. Child Placement a. By May 1, 2009, all foster care settings, including relative placements, shall be screened prior to the initial placement of foster children to ensure that children receive safe, sufficient, and appropriate care. Additional screens shall be completed at least once annually thereafter and within two weeks of a reported change in the residents of a foster home. Screens shall include criminal and child welfare background checks of all household members who are at least 14 years old. No foster child shall be placed in a home prior to DFCS receipt of the background check results.		8/23/10	8/15/10	8/15/10	Number of pending foster family homes	233
									Pending relative foster family homes: 58 (24.9%)	
									Pending non-relative foster family homes: 175 (75.1%) Home study in progress: 179 (76.8%)	
			SA §II.B.5.o.	III. Standards B. Foster Care Service Standards 5. Child Placement By the end of implementation Period 2: o. All relative placements approved for expedited placement shall undergo the full licensing procedure within 60 calendar days of the child's placement in the home						

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Special Needs of Children in Foster Care	Active Custody Children Diagnosed with Medical Disability	MWZAH08D	SA §II.B.7.h.	II. Standards B. Foster Care Service Standards 7. Physical and Mental Health Care By the end of implementation Period 2: h. At least 40% of children entering custody during the Period shall receive a comprehensive health assessment consistent with Plan requirements within 30 calendar days of entering care.	7/24/10	7/23/10	6/30/10	6/30/10	Number of children diagnosed with medical disability	390
						8/23/10	7/31/10	7/31/10	Number of children diagnosed with medical disability	370
			SA §II.B.7.i.	II. Standards B. Foster Care Service Standards 7. Physical and Mental Health Care By the end of implementation Period 2: i. At least 40% of children in custody during the Period shall receive periodic medical examinations and all medically necessary follow-up services and treatment consistent with Plan requirements.						
Children discharged from custody and reunified with parents/caretakers in the last year are reunified within 12 months of latest removal from home	Children Leaving State Custody and Their Outcome Detail Report	MWBRD05D	SA §III.A.2.	III. Outcome Measures A. Reunification By the end of implementation Period 2: 2. At least 30% of children who are discharged from custody and reunified with their parents or caretakers in the last year shall be reunified within 12 months of the latest removal from home.	7/24/10	7/23/10	7/1/09	6/30/10	Percent of children who are discharged and reunified with their parents or caretakers who are reunified within 12 months of custody	70%
	Number of Children Leaving State Custody and their Outcome	MWBRD05C	SA §III.A.2.	III. Outcome Measures A. Reunification By the end of implementation Period 2: 2. At least 30% of children who are discharged from custody and reunified with their parents or caretakers in the last year shall be reunified within 12 months of the latest removal from home.		8/23/10	8/1/09	7/31/10	Percent of children who are discharged and reunified with their parents or caretakers who are reunified within 12 months of custody	71%
Children discharged in the last year upon the finalization of an adoption have had the adoption finalized within 24 months of the latest removal from home	Length of Time Between Court Custody and Adoption Finalization	MWBRD10D	SA §III.B.2.	III. Outcome Measures B. Time to Adoption Finalization By the end of implementation Period 2: 2. At least 15% of children who were discharged in the last year upon finalization of an adoption shall have had the adoption finalized within 24 months of the latest removal from home.	7/24/10	7/23/10	6/1/09	5/31/10	Adoption finalized within 24 month of latest removal from home	31%
						8/23/10	8/1/09	7/31/10	Adoption finalized within 24 month of latest removal from home	34%
Children in custody at least 12 months during Period 2 have had a timely annual court review	Children in MDHS Custody Due/Upcoming for Permanency Hearing - Detail Report	Non-MACWIS Report	SA §II.B.3.c.4.	II. Standards B. Foster Care Service Standards 3. Child and Youth Permanency c. Permanency Plan Updating and Review By the end of implementation Period 2: 4. At least 50% of children in custody at least 12 months during the Period shall have a timely annual court review consistent with Plan requirements during the Period.	7/24/10	7/23/10	7/1/10	7/22/10	Percent of children in custody with a timely annual court review	85%
	Children in Custody for 12+ Months with a Timely Permanency Hearing	MWZTPHRD	SA §II.B.3.c.4.	II. Standards B. Foster Care Service Standards 3. Child and Youth Permanency c. Permanency Plan Updating and Review By the end of implementation Period 2: 4. At least 50% of children in custody at least 12 months during the Period shall have a timely annual court review consistent with Plan requirements during the Period.		8/23/10	8/1/09	7/31/10	Percent of children in custody for 12 months or more with a timely annual court review (Note: The total in this report reflects a different calculation than the total in the "Children in MDHS Custody Dual/Upcoming for Permanency Hearing - Detail Report," above, and therefore the two numbers are not comparable.)	65%
Children in custody, ages 14-20 during Period 2, are provided with Independent Living services, per their service plan	Children in Custody, Ages 14-20 and their IL Services and Skills Provided	MWBRD16D	SA §II.B.11.e.	II. Standards B. Foster Care Service Standards 11. Transition to Independent Living By the end of implementation Period 2: e. At least 60% of children in custody 14-20 years old during the Period shall be provided with Independent Living services as set forth in their service plan.	8/31/10	8/31/10	8/1/09	7/31/10	Percent of children in custody, ages 14-20, receiving IL services and skills	40%

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Children who have been in custody at least 6 months during Period 2 have had a timely court review	Timely Administrative (County Conference) Reviews Detail	MWZTACRD	SA §II.B.3.c.3.	II. Standards B. Foster Care Service Standards 3. Child and Youth Permanency c. Permanency Plan Updating and Review By the end of implementation Period 2: 3. At least 50% of children in custody at least six months during the Period shall have a timely court or administrative case review consistent with Plan requirements during the Period.	7/24/10	7/23/10	7/1/09	6/30/10	Percent of children in custody at least six months that had a timely review	94%
						8/23/10	8/1/09	7/31/10	Percent of children in custody at least six months that had a timely review	95%
During the trial home visit period, child's caseworker or a Family Preservation caseworker meets with the child in the home at least twice per month	Children in the Initial 90-Days of a Trial Home Visit with Their Caseworker Contacts	MWLS54AD	SA §II.B.12.d.	II. Standards B. Foster Care Service Standards 12. Case Closing and Aftercare By the end of implementation Period 2: d. At least 40% of children in custody who are reunified during the Period shall receive a 90-day trial home visit period or have case record documentation reflecting the Youth Court's objection to such a trial home visit. During that trial home visit period, the child's caseworker or a Family Preservation caseworker shall meet with the child in the home at least two times per month, and DFCS shall provide or facilitate access to all services identified in the child's after-care plan, consistent with Plan requirements.	8/31/10	8/31/10	7/1/10	7/31/10	Percent of children whose trial home visit contact requirements were met Children in the first 90 days of a trial home visit: 158 Children whose trial home visit contact requirements were met: 33	21%
Foster parents, with at least 1 foster child residing in their home during the Period, have had a DFCS worker visit the home twice a month (therapeutic foster homes) or monthly (non-therapeutic foster homes), per Plan, and documented in the children's case records	Non-Therapeutic Care and Placement Setting Resource Contacts	MWZPLMCD	SA §II.B.10.h.	II. Standards B. Foster Care Service Standards 10. Worker Contact and Monitoring By the end of implementation Period 2: h. At least 30% of foster parents with at least one foster child residing in their home during the Period shall have a DFCS worker visit the home twice a month (therapeutic foster homes) or monthly (non-therapeutic foster homes), consistent with Plan requirements, as documented in the children's case records.	7/24/10	7/23/10	5/1/10	5/31/10	Percent of non-therapeutic care foster children who have had a DFCS worker visit the home monthly Total children in non-therapeutic placement: 2406	37%
						8/23/10	7/1/10	7/31/10	Percent of non-therapeutic care foster children who have had a DFCS worker visit the home monthly Total children in non-therapeutic placement: 2408	39%
	Therapeutic Care and Placement Setting Resource Contacts	MWZPLMD2	SA §II.B.10.h.	II. Standards B. Foster Care Service Standards 10. Worker Contact and Monitoring By the end of implementation Period 2: h. At least 30% of foster parents with at least one foster child residing in their home during the Period shall have a DFCS worker visit the home twice a month (therapeutic foster homes) or monthly (non-therapeutic foster homes), consistent with Plan requirements, as documented in the children's case records.	7/24/10	7/23/10	6/1/10	6/30/10	Percent of therapeutic care foster children who have had a DFCS worker visit the home twice a month	12%
						8/23/10	7/1/10	7/31/10	Percent of therapeutic care foster children who have had a DFCS worker visit the home twice a month	16%
No child is placed in more than 1 emergency or temporary facility within 1 episode of foster care, unless an immediate placement is necessary to protect the safety of the child or others and is certified, in writing, by the Regional Director	Children in Custody with 2 or More Emergency or Temporary Placements	MWLS51DD	SA §II.B.5.1. Period 2 IP §II.7.g.	II. Standards B. Foster Care Service Standards 5. Child Placement By the end of implementation Period 2: l. No child shall spend more than 12 hours at a time in a DFCS office or other non-residential facility that provides intake functions. No child shall be placed in more than one emergency or temporary facility within one episode of foster care, unless an immediate placement move is necessary to protect the safety of the child or of others as certified in writing by the Regional Director.	8/31/10	8/31/10	7/1/10	7/31/10	Number of children with two or more emergency or temporary placements Total number approved by Regional Director: Data not collected	392

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No child under 10 years of age is placed in any kind of congregate care setting unless child has exceptional needs that cannot be met in a relative or foster family home or child is a member of a sibling group, and the Regional Director has granted express written approval for the congregate care placement.	Children in Foster Care Less than 10 Years of Age Placed in a Congregate Care Setting	MWLS2HD	SA §II.B.5.m Period 2 IP §II.7.h.	II. Standards B. Foster Care Service Standards 5. Child Placement By the end of implementation Period 2: m. No child under 10 years of age shall be placed in a congregate care setting (including group homes and shelters) unless the child has exceptional needs that cannot be met in a relative or foster family home or the child is a member of a sibling group, and the Regional Director has granted express written approval for the congregate-care placement. Such approval shall be based on the Regional Director's written determination that the child's needs cannot be met in a less restrictive setting and can be met in that specific facility, including a description of the services available in the facility to address the individual child's needs. Sibling groups in which one or more of the siblings are under the age of 10 shall not be placed in congregate care settings for more than 45 days.	8/31/10	8/31/10	7/1/10	7/31/10	Number of children placed in congregate care setting under ten years of age without Regional Director approval Total number approved by Regional Director: Data not collected	90
Sibling groups, with one or more of siblings under 10, are not placed in congregate care settings for more than 45 days	Sibling Groups with 1 or More Siblings Under 10 and Placed in Congregate Care Over 45 Days	MWLS53HD	SA §II.B.5.m Period 2 IP §II.7.h.	II. Standards B. Foster Care Service Standards 5. Child Placement By the end of implementation Period 2: m. No child under 10 years of age shall be placed in a congregate care setting (including group homes and shelters) unless the child has exceptional needs that cannot be met in a relative or foster family home or the child is a member of a sibling group, and the Regional Director has granted express written approval for the congregate-care placement. Such approval shall be based on the Regional Director's written determination that the child's needs cannot be met in a less restrictive setting and can be met in that specific facility, including a description of the services available in the facility to address the individual child's needs. Sibling groups in which one or more of the siblings are under the age of 10 shall not be placed in congregate care settings for more than 45 days.	8/31/10	8/31/10	7/1/10	7/31/10	Number of children placed in congregate care setting over 45 days. Number of sibling groups: 10 Total number approved by Regional Director: Data not collected	27
No foster child remains in an emergency or temporary facility more than 45 days unless approval exception signed by Division Director	Children Over 45 Days in Emergency Shelter or Temporary Facility	MWLS50DD	Period 2 IP §II.7.f.	II. Foster Care Services Assessment and Implementation Steps 7. Child Placement f. By December 1, 2009 and continuing thereafter, no foster child shall remain in an emergency or temporary facility for more than 45 calendar days, unless, in exceptional circumstances, the Division Director has granted express written approval for the extension that documents the need for the extension.	8/31/10	8/31/10	7/1/10	7/31/10	Number of children over 45 consecutive days in emergency shelter or temporary facility without Division Director approval Total number approved by Division Director: Data not collected	26
Number of Children in Foster Care by Placement Type	Number of Children in Foster Care by Placement Type	MWZ0510D	Period 2 IP §I.5.b.	I. Administration and Management Implementation Steps 5. Information Management and Use b. By November 1, 2009 and by April 30, 2010, DFCS will verify MACWIS data to identify the number of children in custody, face to face contacts, caseload, timeliness of investigations, and placements.	7/24/10	7/23/10	6/1/10	6/30/10	Total children in foster care	3575
Number of Children/Families in Protection/Prevention Cases	Families and Children in Active Prevention COR and R&S Cases	MWBPREVD			7/24/10	8/23/10	7/1/10	7/31/10	Total children in foster care	3602
						7/23/10	7/15/10	7/15/10	Children in prevention	3672
									Families in prevention	1484
									Household adults in prevention	2191
	Families and Children in Active Protection COR and R&S Services	MWBPROTD			7/24/10	8/23/10	8/15/10	8/15/10	Children in prevention	3641
									Families in prevention	1475
									Household adults in prevention	2199
									Children in protection	865
					8/23/10	8/15/10	8/15/10	Families in protection	483	
								Children in protection	853	
Placement Stability (Children in care < 12 mos. with 1-2 placements and all children in care by number of placements)	Custody 12 months or less with 1 or 2 Placement Settings	MWZPLMSD	SA §III.C.2.	III. Outcome Measures C. Number of Placements By the end of implementation Period 2: 2. In the last year, at least 40% of children in care less than 12 months from the time of latest removal from home shall have had two or fewer placements.	6/15/10	6/15/10	5/31/10	5/31/10	Percent of children in custody 12 months or less with one or two placements	67%
						7/15/10	6/30/10	6/30/10	Percent of children in custody 12 months or less with one or two placement.	68%
						8/13/10	7/31/10	7/31/10	Percent of children in custody 12 months or less with one or two placement.	72%

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	Number of Placements for Children in Active Custody	MWBRD07D	SA §III.C.2.	<p>III. Outcome Measures</p> <p>C. Number of Placements</p> <p>By the end of implementation Period 2:</p> <p>2. In the last year, at least 40% of children in care less than 12 months from the time of latest removal from home shall have had two or fewer placements.</p>	6/15/10	6/15/10	2/28/10	2/28/10	Percent of children in active custody with two or fewer placements (calculation provided by the Office of the Court Monitor based on defendants' statewide summary; the calculation of number of placements for children in care less than 12 months from time of latest removal is reflected in MACWIS report MWZPLM5D, above)	58%
						7/15/10	6/30/10	6/30/10	Percent of children in active custody with two or fewer placements (calculation provided by the Office of the Court Monitor based on defendants' regional summaries; the calculation of number of placements for children in care less than 12 months from time of latest removal is reflected in MACWIS report MWZPLM5D, above)	58%
						8/13/10	7/31/10	7/31/10	Percent of children in active custody with two or fewer placements (calculation provided by the Office of the Court Monitor based on defendants' regional summaries; the calculation of number of placements for children in care less than 12 months from time of latest removal is reflected in MACWIS report MWZPLM5D, above)	58%
Termination of Parental Rights Reports	Children Who Have Been in Custody for 15 of the Most Recent 22 Months With ASFA Exception Noted	MWZ014D2	SA §II.B.3.e.3.	<p>II. Standards</p> <p>B. Foster Care Service Standards</p> <p>3. Child and Youth Permanency</p> <p>e. Termination of Parental Rights</p> <p>By the end of implementation Period 2:</p> <p>3. At least 40% of children in custody reaching the point at which they have spent 15 of the previous 22 months in foster care during the Period shall have a petition for TPR filed on their behalf or an available exception under the federal ASFA documented by the end of their fifteenth month in care.</p>	6/10/10	6/10/10	5/31/10	5/31/10	Total children who have been in custody for 15 of the most recent 22 months with ASFA exception	625
						7/9/10	6/30/10	6/30/10	Total children who have been in custody for 15 of the most recent 22 months with ASFA exception	632
						8/9/10	7/31/10	7/31/10	Total children who have been in custody for 15 of the most recent 22 months with ASFA exception	677
			Period 2 IP §II.5.d.2.	<p>III. Foster Care Services Assessment and Implementation Steps</p> <p>5. Child and Youth Permanency</p> <p>d. Termination of Parental Rights/Special Permanency Reviews</p> <p>2. By December 1, 2009, DFCS shall have held a special permanency review for each child in DFCS custody who had, as of January 4, 2008, been in foster care more than 15 of the previous 22 months, and for whom DFCS has not filed a TPR petition or documented an available ASFA exception. For each child who reaches more than 15 of the previous 22 months in foster care after January 4, 2008, and for whom DFCS has not filed a TPR petition or documented an available ASFA exception, DFCS shall begin holding special permanency reviews. Such permanency reviews shall include the DFCS caseworker, the caseworker's direct supervisor, and at least one individual with expertise in permanency planning who has not held direct casework or supervisory responsibility for the case. The review will produce a written plan of action setting forth the steps to be taken by DFCS, the contract agency, and/or any other provider of services, in order to move the child to permanency as quickly as possible. Such permanency reviews shall be documented in the child's case record, and reconvened monthly until all barriers to permanency have been resolved, a TPR petition has been filed, or an available ASFA exception has been documented in the child's case record.</p>						
			SA §II.B.3.e.4.	<p>II. Standards</p> <p>B. Foster Care Service Standards</p> <p>3. Child and Youth Permanency</p> <p>e. Termination of Parental Rights</p> <p>By the end of implementation Period 2:</p> <p>4. At least 40% of children in custody during the Period who have spent more than 15 of the previous 22 months in foster care without a TPR petition filed on their behalf or an available ASFA exception documented by the end of their fifteenth month in care shall have such a petition filed or an available exception documented within the Period.</p>						

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Children Who Have Been in Custody for 15 of the Most Recent 22 Months With No ASFA Exception Noted		MWZ014D1	SA §IL.B.3.e.3.	III. Standards B. Foster Care Service Standards 3. Child and Youth Permanency e. Termination of Parental Rights By the end of implementation Period 2: 3. At least 40% of children in custody reaching the point at which they have spent 15 of the previous 22 months in foster care during the Period shall have a petition for TPR filed on their behalf or an available exception under the federal ASFA documented by the end of their fifteenth month in care.	6/10/10	6/10/10	5/31/10	5/31/10	Percent of children who have been in custody for 15 of the most recent 22 months with no ASFA exception noted with TPR petition filed (the statewide summary report does not note if filing was by the end of the 15th month in care) Total children in custody 15 of the most recent 22 months with no ASFA exception: 947 Total children with TPR petition filed: 427	45%
						7/9/10	6/30/10	6/30/10	Percent of children who have been in custody for 15 of the most recent 22 months with no ASFA exception noted with TPR petition filed (the statewide summary report does not note if filing was by the end of the 15th month in care) Total children in custody 15 of the most recent 22 months with no ASFA exception: 928 Total children with TPR petition filed: 443	48%
						8/9/10	7/31/10	7/31/10	Percent of children who have been in custody for 15 of the most recent 22 months with no ASFA exception noted with TPR petition filed (the statewide summary report does not note if filing was by the end of the 15th month in care) Total children in custody 15 of the most recent 22 months with no ASFA exception: 910 Total children with TPR petition filed: 418	46%
			Period 2 IP §II.5.d.2.	III. Foster Care Services Assessment and Implementation Steps 5. Child and Youth Permanency d. Termination of Parental Rights/Special Permanency Reviews 2. By December 1, 2009, DFCS shall have held a special permanency review for each child in DFCS custody who had, as of January 4, 2008, been in foster care more than 15 of the previous 22 months, and for whom DFCS has not filed a TPR petition or documented an available ASFA exception. For each child who reaches more than 15 of the previous 22 months in foster care after January 4, 2008, and for whom DFCS has not filed a TPR petition or documented an available ASFA exception, DFCS shall begin holding special permanency reviews. Such permanency reviews shall include the DFCS caseworker, the caseworker's direct supervisor, and at least one individual with expertise in permanency planning who has not held direct casework or supervisory responsibility for the case. The review will produce a written plan of action setting forth the steps to be taken by DFCS, the contract agency, and/or any other provider of services, in order to move the child to permanency as quickly as possible. Such permanency reviews shall be documented in the child's case record, and reconvened monthly until all barriers to permanency have been resolved, a TPR petition has been filed, or an available ASFA exception has been documented in the child's case record.						
			SA §IL.B.3.e.4.	III. Standards B. Foster Care Service Standards 3. Child and Youth Permanency e. Termination of Parental Rights By the end of implementation Period 2: 4. At least 40% of children in custody during the Period who have spent more than 15 of the previous 22 months in foster care without a TPR petition filed on their behalf or an available ASFA exception documented by the end of their fifteenth month in care shall have such a petition filed or an available exception documented within the Period.						

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Caseworker Face to Face Visits with Parents of children with goal of reunification	Children in Custody with a Permanency Plan of Re-Unification - Worker/Birth and Adopted Parent Face to Face Contacts	MWZWCR3D	SA §IL.B.10.g.	II. Standards B. Foster Care Service Standards 10. Worker Contact and Monitoring By the end of implementation Period 2: g. At least 40% of children with a goal of reunification shall have their assigned DFCS caseworker meet monthly with the child's biological parents, consistent with Plan requirements, as documented in the child's case record.	6/30/10	6/30/10	5/1/10	5/31/10	Calculation provided for each worker	-
						7/30/10	6/1/10	6/30/10	Calculation provided for each worker	-
						8/30/10	7/1/10	7/31/10	Calculation provided for each worker	-
	Children in Custody with a Permanency Plan of Re-Unification - Worker/Birth and Adopted Parent Face to Face Contacts - State Summary	MWZWCR3S	SA §IL.B.10.g.	II. Standards B. Foster Care Service Standards 10. Worker Contact and Monitoring By the end of implementation Period 2: g. At least 40% of children with a goal of reunification shall have their assigned DFCS caseworker meet monthly with the child's biological parents, consistent with Plan requirements, as documented in the child's case record.	6/30/10	6/30/10	5/1/10	5/31/10	Percent of face to face worker/parent contacts (the report does not specify whether the contact was with a biological or adopted parent; however, a DFCS consultant clarified that the reported contacts were with legal parents, whether they were biological or adopted) Children in custody with a plan of reunification: 2125 Total face to face worker/ parent contacts: 496	23%
						7/30/10	6/1/10	6/30/10	Percent of face to face worker/parent contacts (the report does not specify whether the contact was with a biological or adopted parent; however, a DFCS consultant clarified that the reported contacts were with legal parents, whether they were biological or adopted) Children in custody with a plan of reunification: 2136 Total face to face worker/ parent contacts: 519	24%
						8/30/10	7/1/10	7/31/10	Percent of face to face worker/parent contacts (the report does not specify whether the contact was with a biological or adopted parent; however, a DFCS consultant clarified that the reported contacts were with legal parents, whether they were biological or adopted) Children in custody with a plan of reunification: 2137 Total face to face worker/ parent contacts: 485	23%
Caseworker Face-to-Face Visits with Child	Worker/Child Face to Face Home Contact Report	MWZWC5D2	SA §IL.B.10.f.	II. Standards B. Foster Care Service Standards 10. Worker Contact and Monitoring By the end of implementation Period 2: f. At least 30% of children in custody shall receive documented twice-monthly in-person visits by the assigned DFCS caseworker during the Period, consistent with Plan requirements.	6/15/10	6/15/10	5/1/10	5/31/10	Percent of children with two caseworker face to face visits (report states "with in home") Children in custody: 3485 Children with two face to face visits with caseworker (report states "with in home"): 1954	56%
						7/15/10	6/1/10	6/30/10	Percent of children with two caseworker face to face visits (report states "with in home") Children in custody: 3516 Children with two face to face visits with caseworker (report states "with in home"): 2103	60%
						8/13/10	7/1/10	7/31/10	Percent of children with two caseworker face to face visits (report states "with in home") Children in custody: 3536 Children with two face to face visits with caseworker (report states "with in home"): 2063	58%

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New Caseworkers and New Supervisors hired on or after June 1, 2010 complete training requirements before assuming their responsibilities.	List of Workers who Attended Training Sessions	MWZ2352B	Period 2 IP §I.2.d.7.	I. Administration and Management Implementation Steps 2. Human Resources Management d. Training: 7) Defendants shall implement a system to track staff participation in all required training.	9/1/10	9/1/10	8/1/09	7/31/10	Report provided; defendants state report undergoing further evaluation	-
	Statewide Payroll and Human Resources System - New Employee Hire; DFCS FPS Series and Direct Service New Hires	Non-MACWIS Report	Period 2 IP §I.2.d.7.	I. Administration and Management Implementation Steps 2. Human Resources Management d. Training: 7) Defendants shall implement a system to track staff participation in all required training.	9/1/10	9/1/10	5/1/10	8/30/10	Report provided	-
	DFCS ASWS and Direct Service Caseworker GAP Analysis - Worker Total Minutes Detail Report	MWASA5D1	SA §II.A.2.a.10.	II. Standards A. Administration and Management Standards 2. Human Resources Management a. Workforce: By the end of implementation Period 2: 10) At least 50% of DFCS caseworkers shall carry a caseload that does not exceed Plan caseload requirements. No more than 20% of caseworkers shall carry a caseload exceeding twice the Plan caseload requirements.	9/1/10	9/1/10	7/1/10	7/31/10	Average minutes per caseworker during report period Total caseworkers: 627 Total minutes: 4,543,454 (calculation provided by the Office of the Court Monitor based on worker total minutes detail report)	7246
	Supervisor/Worker Workload Summary Report - Worker and County Summary Totals	MWASA9S1	SA §II.A.2.a.10.	II. Standards A. Administration and Management Standards 2. Human Resources Management a. Workforce: By the end of implementation Period 2: 10) At least 50% of DFCS caseworkers shall carry a caseload that does not exceed Plan caseload requirements. No more than 20% of caseworkers shall carry a caseload exceeding twice the Plan caseload requirements.	9/1/10	9/1/10	7/31/10	7/31/10	Supervisory and caseworker assignments reported by county	-
At least 50% of DFCS caseworkers shall carry a caseload that does not exceed Plan caseload requirements. No more than 20% of case-workers shall carry a caseload exceeding twice the Plan caseload requirements.	Workers Exceeding Plan Caseload Requirements, June 2010 (May 2010 Workload Data)	Non-MACWIS Report	SA §II.A.2.a.10.	II. Standards A. Administration and Management Standards 2. Human Resources Management a. Workforce: By the end of implementation Period 2: 10) At least 50% of DFCS caseworkers shall carry a caseload that does not exceed Plan caseload requirements. No more than 20% of caseworkers shall carry a caseload exceeding twice the Plan caseload requirements.	6/30/10	6/30/10	5/1/10	5/31/10	Percent of all caseworkers exceeding the caseload requirements	54%
									Percent of caseworkers with assigned caseload exceeding the caseload requirements	58%
									Percent of all caseworkers exceeding twice the caseload requirements	15%
	Workers Exceeding Plan Caseload Requirements, July 2010 (June 2010 Workload Data)	Non-MACWIS Report	SA §II.A.2.a.10.	II. Standards A. Administration and Management Standards 2. Human Resources Management a. Workforce: By the end of implementation Period 2: 10) At least 50% of DFCS caseworkers shall carry a caseload that does not exceed Plan caseload requirements. No more than 20% of caseworkers shall carry a caseload exceeding twice the Plan caseload requirements.	7/30/10	6/1/10	6/30/10	6/30/10	Percent of caseworkers with assigned caseload exceeding twice the caseload requirements	16%
									Percent of all caseworkers exceeding the caseload requirements	57%
									Percent of caseworkers with assigned caseload exceeding the caseload requirements	59%
									Percent of all caseworkers exceeding twice the caseload requirements	16%
									Percent of caseworkers with assigned caseload exceeding twice the caseload requirements	16%

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	Workers Exceeding Plan Caseload Requirements, August 2010 (July 2010 Workload Data)	Non-MACWIS Report	SA §II.A.2.a.10.	II. Standards A. Administration and Management Standards 2. Human Resources Management a. Workforce: By the end of implementation Period 2: 10) At least 50% of DFCS caseworkers shall carry a caseload that does not exceed Plan caseload requirements. No more than 20% of caseworkers shall carry a caseload exceeding twice the Plan caseload requirements.		8/30/10	7/1/10	7/31/10	Percent of all caseworkers exceeding the caseload requirements	57%
									Percent of caseworkers with assigned caseload exceeding the caseload requirements	58%
									Percent of all caseworkers exceeding twice the caseload requirements	14%
									Percent of caseworkers with assigned caseload exceeding twice the caseload requirements	15%
No more than 20% of supervisors who are responsible for supervising DFCS caseworkers shall be responsible for supervising more than 5 caseworkers.	Supervisor/Worker Ratio Report June, 2010 (May, 2010 Workload)	Non-MACWIS Report	SA §II.A.2.a.11.	II. Standards A. Administration and Management Standards 2. Human Resources Management a. Workforce: By the end of implementation Period 2: 11) No more than 20% of supervisors who are responsible for supervising DFCS caseworkers shall be responsible for supervising more than five caseworkers.	6/30/10	6/30/10	5/1/10	5/31/10	Percent of supervisors supervising more than five workers	20%
	Supervisor/Worker Ratio Report July 2010 (June 2010 Workload)	Non-MACWIS Report	SA §II.A.2.a.11.	II. Standards A. Administration and Management Standards 2. Human Resources Management a. Workforce: By the end of implementation Period 2: 11) No more than 20% of supervisors who are responsible for supervising DFCS caseworkers shall be responsible for supervising more than five caseworkers.		7/30/10	6/1/10	6/30/10	Percent of supervisors supervising more than five workers	21%
	Supervisor/Worker Ratio Report August 2010 (July 2010 Workload)	Non-MACWIS Report	SA §II.A.2.a.11.	II. Standards A. Administration and Management Standards 2. Human Resources Management a. Workforce: By the end of implementation Period 2: 11) No more than 20% of supervisors who are responsible for supervising DFCS caseworkers shall be responsible for supervising more than five caseworkers.		8/30/10	7/1/10	7/31/10	Percent of supervisors supervising more than five workers	23%
All foster children remaining in placement following a maltreatment investigation are visited by caseworker twice per month for 3 months after investigation conclusion	Children Remaining in Placement Following Maltreatment and their Caseworker Contacts	MWLS55AD	Period 2 IP §II.6.h.	II. Foster Care Services Assessment and Implementation Steps 6. Child Safety h. By December 1, 2009, any foster child who remains in the same out-of-home placement following an investigation into a report that he or she was maltreated, or subject to corporal punishment, in that placement shall be visited by a DFCS caseworker twice a month for three months after the conclusion of the investigation to assure the child's continued safety and well-being.	8/31/10	8/31/10	7/1/10	7/31/10	Percent of children who had two or more face to face contacts with caseworker Children who had two or more face to face contacts with caseworker during the one month reporting period: 28 All children in report population: 55	51%

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Children with Alleged Maltreatment While in Custody	Children with Alleged Maltreatment While in Custody Report	MWBRD06D	SA §III.D.2.	III. Outcome Measures D. Abuse/Neglect/Maltreatment in Care By the end of implementation Period 2: 2. The rate of abuse or maltreatment in care in the last year shall not exceed 1.14%.	6/15/10	6/15/10	6/1/09	5/31/10	Percent of all children in custody with evidenced findings (report summary does not include number of children with evidenced findings but there may be a basis to infer it) Children with ANE: 430 Intakes: 532 Average intakes per child: 1.23 Findings: 642 Findings with evidence: 112 Percent of findings with evidence: 17.44% Total children in custody: 6084	1.59%
						7/15/10	7/1/09	6/30/10	Percent of all children in custody with evidenced findings (report summary does not include number of children with evidenced findings but there may be a basis to infer it) Children with ANE: 446 Intakes: 559 Average intakes per child: 1.25 Findings: 683 Findings with evidence: 117 Percent of findings with evidence: 17.13% Total children in custody: 6108	1.65%
						8/13/10	8/1/09	7/31/10	Percent of all children in custody with evidenced findings (report summary does not include number of children with evidenced findings but there may be a basis to infer it) Children with ANE: 464 Intakes: 576 Average intakes per child: 1.24 Findings: 713 Findings with evidence: 117 Percent of findings with evidence: 16.40% Total children in custody: 6108	1.62%
Investigation Timeliness for all Children	All Children in Open ANE Investigations Level 3 - Regional Summary	MWZ1272R	Period 2 IP §II.6.g.	II. Foster Care Services Assessment and Implementation Steps 6. Child Safety g. By December 1, 2009, all investigations into reports of maltreatment, including corporal punishment, of children in DFCS custody must be initiated within 24 hours of the report and completed within 30 calendar days, including supervisory approval. DFCS shall assure that such investigations and decisions are based on a full and systematic evaluation of the factors that may place a child in DFCS custody at risk.	6/30/10	6/30/10	5/1/10	5/31/10	Number/percent of investigations initiated within 24 hours and completed within 30 calendar days cannot be calculated based on data presented in report	—
						7/30/10	6/1/10	6/30/10	Number/percent of investigations initiated within 24 hours and completed within 30 calendar days cannot be calculated based on data presented in report	—
	All Children in Open ANE Investigations Level 3 - Statewide Summary	MWZ1272S	Period 2 IP §II.6.g.	II. Foster Care Services Assessment and Implementation Steps 6. Child Safety g. By December 1, 2009, all investigations into reports of maltreatment, including corporal punishment, of children in DFCS custody must be initiated within 24 hours of the report and completed within 30 calendar days, including supervisory approval. DFCS shall assure that such investigations and decisions are based on a full and systematic evaluation of the factors that may place a child in DFCS custody at risk.	6/30/10	6/30/10	5/1/10	5/31/10	Percent of investigations completed within 30 days Total investigations: 1345 Investigations with findings approved: 918 Investigations completed in 30 days: 542 Percent of investigations initiated within 24 hours from day of intake All investigations: 1345 Initiated within 24 hours from day of intake: 879	59% 65%

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									Percent of investigations initiated within 24 hours from assignment to worker All investigations: 1345 Initiated within 24 hours from assignment to worker: 1056 Number/percent of investigations initiated within 24 hours and completed within 30 calendar days cannot be calculated based on data presented in report	79%
						7/30/10	6/1/10	6/30/10	Percent of investigations completed within 30 days Total investigations: 1391 Investigations with findings approved: 1015 Investigations completed in 30 days: 575	57%
									Percent of investigations initiated within 24 hours from day of intake All investigations: 1391 Initiated within 24 hours from day of intake: 907	65%
									Percent of investigations initiated within 24 hours from assignment to worker All investigations: 1391 Initiated within 24 hours from assignment to worker: 1088 Number/percent of investigations initiated within 24 hours and completed within 30 calendar days cannot be calculated based on data presented in report	78%
	All Children in Open ANE Investigations Level 3 - Worker Summary	MWZ1272W	Period 2 IP §II.6.g.	II. Foster Care Services Assessment and Implementation Steps 6. Child Safety g. By December 1, 2009, all investigations into reports of maltreatment, including corporal punishment, of children in DFCS custody must be initiated within 24 hours of the report and completed within 30 calendar days, including supervisory approval. DFCS shall assure that such investigations and decisions are based on a full and systematic evaluation of the factors that may place a child in DFCS custody at risk.	6/30/10	6/30/10	5/1/10	5/31/10	Calculation provided for each worker Number/percent of investigations initiated within 24 hours and completed within 30 calendar days cannot be calculated based on data presented in report	—
						7/30/10	6/1/10	6/30/10	Calculation provided for each worker Number/percent of investigations initiated within 24 hours and completed within 30 calendar days cannot be calculated based on data presented in report	—
	All Children in Open ANE investigations - Combined Levels Summary (includes non-class members; class members are classified Level 3)	MWZ1272C	Period 2 IP §II.6.g.	II. Foster Care Services Assessment and Implementation Steps 6. Child Safety g. By December 1, 2009, all investigations into reports of maltreatment, including corporal punishment, of children in DFCS custody must be initiated within 24 hours of the report and completed within 30 calendar days, including supervisory approval. DFCS shall assure that such investigations and decisions are based on full and systematic evaluation of the factors that may place a child in DFCS custody at risk.	6/30/10	6/30/10	5/1/10	5/31/10	Percent of investigations completed within 30 days Total investigations: 3113 Investigations with findings approved: 1949 Investigations completed in 30 days: 1154	59%
									Percent of investigations initiated within "timely manner" from day of intake All investigations: 3113 Initiated within "timely manner" from day of intake: 2289	74%
									Percent of investigations initiated within "timely manner" from assignment to worker All investigations: 3113 Initiation within "timely manner" from assignment to worker: 2560	82%

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						7/30/10	6/1/10	6/30/10	Percent of investigations completed within 30 days Total investigations: 3136 Investigations with findings approved: 2071 Investigations completed in 30 days: 1147	55%
									Percent of investigations initiated within "timely manner" from day of intake All investigations: 3136 Initiated within "timely manner" from day of intake: 2311	74%
									Percent of investigations initiated within 24 hours from assignment to worker All investigations: 3136 Initiated within "timely manner" from assignment to worker: 2579	82%
	All Children in Open ANE Investigations Level 2 - Regional Summary (non-class members)	MWZ1272R			6/30/10	6/30/10	5/1/10	5/31/10	Calculation provided for each region	-
	All Children in Open ANE Investigations Level 2 - Statewide Summary (non-class members)	MWZ1272S			6/30/10	6/30/10	5/1/10	5/31/10	Percent of investigations completed within 30 days Total investigations: 1768 Investigations with findings approved: 1031 Investigations completed in 30 days: 612	59%
									Percent of investigations initiated within 72 hours from day of intake All investigations: 1768 Initiated within 72 hours from day of intake: 1410	80%
									Percent of investigations initiated within 72 hours from assignment to worker All investigations: 1768 Initiated within 72 hours from assignment to worker: 1504	85%
	All Children in Open ANE Investigations Level 2 - Worker Summary (non-class members)	MWZ1272W			6/30/10	6/30/10	5/1/10	5/31/10	Calculations for initiation and completion provided for each worker	-
	All Children in Open ANE Investigations by Level - Intake Detail (includes non-class members; class members are classified Level 3)	MWZ1272D	Period 2 IP §II.6.g.	II. Foster Care Services Assessment and Implementation Steps 6. Child Safety g. By December 1, 2009, all investigations into reports of maltreatment, including corporal punishment, of children in DFCS custody must be initiated within 24 hours of the report and completed within 30 calendar days, including supervisory approval. DFCS shall assure that such investigations and decisions are based on a full and systematic evaluation of the factors that may place a child in DFCS custody at risk.	6/30/10	6/30/10	5/1/10	5/31/10	Calculation not provided in report	-
						7/30/10	6/1/10	6/30/10	Calculation not provided in report	-
						8/30/10	7/1/10	7/31/10	Calculation not provided in report	-

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Prepared by the Office of the Court Monitor

Title of Data Report in Exhibit A, June 10, 2010 Agreed Order	Title of Report Received	MACWIS Report Number, or Other Report Identifier, as Received	Cite for Related Period 2 Requirement	Related Period 2 Requirement (data reports required by Exhibit A, June 10, 2010 Agreed Order were not, in many cases, designed to present outcome data corresponding to Period 2 requirements)	Date First Report Required by Exhibit A, June 10, 2010 Agreed Order	Date of Defendants' Correspondence Transmitting Data Report	Start of Time Period Report Covers	End of Time Period Report Covers	Reported Measure	Total Reflected in Data Reports Pursuant to Exhibit A, June 10, 2010 Agreed Order
Investigation Timeliness for Children in Custody	Custody Children in Open ANE Investigations - Intake Detail	MWZ1271D	Period 2 IP §II.6.g.	<p>III. Foster Care Services Assessment and Implementation Steps</p> <p>6. Child Safety</p> <p>g. By December 1, 2009, all investigations into reports of maltreatment, including corporal punishment, of children in DFCS custody must be initiated within 24 hours of the report and completed within 30 calendar days, including supervisory approval. DFCS shall assure that such investigations and decisions are based on a full and systematic evaluation of the factors that may place a child in DFCS custody at risk.</p>	6/15/10	6/15/10	5/1/10	5/31/10	<p>Percent of investigations initiated within 24 hours from day of intake</p> <p>All investigations: 58 Initiated within 24 hours from day of intake: 33</p>	57%
									<p>Percent of investigations initiated within 24 hours from assignment to worker</p> <p>All investigations: 58 Initiated within 24 hours from assignment to worker: 42</p>	72%
									<p>Percent of investigations with approved findings that were completed within 30 days</p> <p>All investigations opened during the period: 58 Investigations with findings approved: 37 Completed in 30 days: 26</p>	70%
									<p>Number/percent of investigations initiated within 24 hours and completed within 30 calendar days cannot be calculated based on data presented in report</p>	
						7/15/10	6/1/10	6/30/10	<p>Percent of investigations initiated within 24 hours from day of intake</p> <p>All investigations: 77 Initiated within 24 hours from day of intake: 41</p>	53%
									<p>Percent of investigations initiated within 24 hours from assignment to worker</p> <p>All investigations: 77 Initiated within 24 hours from assignment to worker: 61</p>	79%
									<p>Percent of investigations with approved findings that were completed within 30 days</p> <p>All investigations opened during the period: 77 Investigations with findings approved: 54 Completed in 30 days: 42</p>	78%
									<p>Number/percent of investigations initiated within 24 hours and completed within 30 calendar days cannot be calculated based on data presented in report</p>	

Summary of Data Reports Produced During Bridge Period
Prepared by the Office of the Court Monitor

Title of Data Report in Exhibit A, June 10, 2010 Agreed Order	Title of Report Received	MACWIS Report Number, or Other Report Identifier, as Received	Cite for Related Period 2 Requirement	Related Period 2 Requirement (data reports required by Exhibit A, June 10, 2010 Agreed Order were not, in many cases, designed to present outcome data corresponding to Period 2 requirements)	Date First Report Required by Exhibit A, June 10, 2010 Agreed Order	Date of Defendants' Correspondence Transmitting Data Report	Start of Time Period Report Covers	End of Time Period Report Covers	Reported Measure	Total Reflected in Data Reports Pursuant to Exhibit A, June 10, 2010 Agreed Order
						8/13/10	7/1/10	7/31/10	Percent of investigations initiated within 24 hours from day of intake All investigations: 57 Initiated within 24 hours from day of intake: 38	67%
									Percent of investigations initiated within 24 hours from assignment to worker All investigations: 57 Initiated within 24 hours from assignment to worker: 50	88%
									Percent of investigations with approved findings that were completed within 30 days All investigations opened during the period: 59 Investigations with findings approved: 28 Completed in 30 days: 22 Number/percent of investigations initiated within 24 hours and completed within 30 calendar days cannot be calculated based on data presented in report	79%

Ex. 5

Methodology for Validating MACWIS Data Reports

As part of the implementation of the Practice Model, it is important that MDHS monitor key indicators of child welfare practice in order to ensure children and their families receive and benefit from consistent and quality case practice and services to meet their needs. MACWIS currently contains over 200 developed data reports on various child welfare indicators, however there is widespread concern about the accuracy of these reports due to either systemic or user entry issues. In order to begin to address this concern, a small number of data reports of practice indicators was identified to use in tracking progress in the practice model implementation, and CSF has recommended that MDHS focus efforts on ensuring the accuracy of these reports. CSF is suggesting the following methodology for verifying and validating the data on these reports/indicators.

The validation of data will be addressed at three separate levels: first, by Ronnie Crawford, an independent consultant assigned to the Performance and Evaluation unit; second, by CSF, another independent consultant; and third, through the MACWIS unit, where CSF recommended that an additional data analyst be hired who will be dedicated to work on the reports specifically needed to monitor both the Olivia Y settlement and the Practice Model implementation. None of these entities are in the line of authority of any staff whose work will be reported on, and can therefore be an objective third party.

Validation will address two aspects of the reports: the information system's ability to collect the correct data from case files and include it in reports, and user issues in recording correct and thorough information. Within the MACWIS unit, we propose that the dedicated data analyst primarily validate all of the reports for the systemic issues pertaining to the reports by reviewing an identified sample of case files within MACWIS to determine if the reports are properly capturing data when it is recorded in the appropriate fields. This level of validation should also be responsible for:

- ◆ Comparing reports across reporting periods, and
- ◆ Validating changes within cases that occur from one report to the next in order to determine if the system is properly capturing changes or dropping information in ways that would suggest attention to systemic issues.

Within the Performance and Evaluation Unit and CSF, primary validation activities will focus on data entry issues, e.g., determining whether the data in the MACWIS case files conform to data captured on the reports and whether the information in the case files/reports appear accurate within the context of the case. Inevitably, we expect that this level of validation by the two parties will also indirectly address systemic issues in capturing information from case files in the reports. Any systemic issues identified in this process, will be forwarded to the MACWIS unit for correction. We propose that both the Performance and Evaluation Unit and CSF independently validate each report on the targeted list initially and compare findings, and that an adjusted schedule for joint validation be established following the initial validation of the reports.

The approach by all three of these entities will be to review a non-duplicative sample of cases on each of the targeted reports, ensuring that three to five percent (depending on the size of the population in the report) of the cases included on the report have been verified prior to official report validation. Once 'officially validated', reports will be periodically reviewed again approximately every six months, to ensure continued accuracy.

If, in the initial validation process, systemic errors are identified, the validation entities will meet with the identified IS developer to discuss concerns and determine what changes need to be made in the report structure. Once IS has made changes, the validation process will continue until the report has been validated, and no systemic anomalies are identified. Validation concerns that are user-oriented will be addressed through policy and/or practice guidance to county staff regarding correct data entry, the reports re-run as often as needed and re-validated until there is a minimum of user error identified in the reports.

Ex. 6

MACWIS TECHNICAL ASSISTANCE BULLETIN

August 19, 2010 Issue # 6

ATTENTION – ALL MACWIS USERS

EFFECTIVE THURSDAY, AUGUST 19, 2010

You will notice changes in MACWIS correcting several system issues users have been experiencing. Each change is noted below in more detail for your review.

As always, please report all error messages and system problems to: **MACWIS Helpdesk 1-877-244-2528.**

Please read the following to help clarify some of the system changes you will see within MACWIS effective 08/19/2010:

DIVISION DIRECTOR APPROVAL FOR SHELTER EXTENSIONS (HEAT #95313)

1. New functionality is necessary to the approval of the Division Director for shelter extensions. A new state level designation will need to be added and the name of the current DFCS Division Director (currently Linda Millsap) should be entered.
2. To expedite the process of the worker finding placement other than a shelter, the Division Director will receive a notification tickler 30 days after a child has been placed in an emergency shelter. The tickler will read, "(Child's name) has been in Emergency foster Home or Shelter Placement shelter for 30 days. An extension request needs to be made or the child needs to be moved at this time." The tickler will purge when the Division Director double clicks on it.
3. This designation should receive a tickler immediately when the RD from any region approves a shelter extension. The tickler should read "(RD name) has made an extension request to an Emergency Placement for (child's name). Please take the appropriate action for this request." This will be an action tickler and will not purge until action has been made to the shelter extension request. When clicked, the tickler will open to the shelter extension tab for the decision to be made by the Division Director.
4. When action has been made to the request, a notification tickler should be sent immediately to the assigned COR worker that (one of three depending on the action taken) "Div. Dir. Has approved shelter extension for (child's name)", "Div. Dir. Has denied shelter extension for (child's name)" or "Div. Dir. Requests more information on shelter extension for (child's name)." This tickler will purge when the worker clicks and reads the message.

SYSTEM FIX # 1 – HEAT #95365

PROBLEM: When completing the determination on HEAT #95032, the findings were that the system does not display the RD decision frame when RD requests more Info and After the Resubmit RD Decision is not required.

Determination:

Findings were that the Final ISP has not been approved. RD Requested More Info on the ISP. Worker Resubmitted the ISP (Now the ISP does not require the RD Approval). Supervisor has to make the Decision on it.

SYSTEM FIX # 2 – HEAT #95020

PROBLEM: Workers are able to select Non-License Resources as a Resource on Intake Report; this is causing this type of resource to show as "Not Accepting Placements" and ticklers are being generated to COR workers; Supervisors & RD but there is no RSP for the Worker to change the status on this type of resource.

Examples:

[REDACTED]

Solution: When the navigation is from an ANE Resource Intake report, the system does not allow selecting a Non License Resource and populates the following message: 'A Non-Licensed Person can't be selected as an ANE resource report.'

SYSTEM FIX # 3 – HEAT #95025

PROBLEM: Users are able to add a Task Eval on closed/end dated Goals & Tasks.

Solution: Made changes so that the users are not allow to add a Task Eval on closed/end dated Goals & Tasks.

SYSTEM FIX # 4 – HEAT #95265

Problem: Please change the primary caretaker to [REDACTED] and [REDACTED] as secondary caretaker. Attached is a copy of the letter for this request from current Primary Caretaker.

Solution: Program changed to allow workers to change "HH member info" for 'Adoption Subsidy' types of resource.

SYSTEM FIX # 5 – HEAT #84171

Problem: Child has dedicated account. No activity on the account, but clerk needs to reconcile the bank statement. No figure showing in the un-reconciled amount box. Cannot submit because getting message to enter a number from 1 to 9. Not an entry field. SO requires bank statements be reconciled in MACWIS when received.

Exe 21.1.3---Determination:

When there are no transactions, the system populates that error when save or submit button is clicked.

Solution:

Made a system change not to send an error message when there are no transactions. Also make the following changes:

- Change to correct the Blank to Zero conversion problem as this causes a Run Time error now.
- Change to Refresh the Balance Per Books and Unrecognized Amount text boxes as System displays the previous reconciliation information in these fields.
- Change not to enable the Pending button, if there are No transitions to save and save the Button caption to save.

Ex. 7

MACWIS TECHNICAL ASSISTANCE BULLETIN

October 6, 2010 Issue # 7

ATTENTION – ALL MACWIS USERS

EFFECTIVE FRIDAY, OCTOBER 1, 2010

You will notice changes within the MACWIS system regarding:

- Increase in the maximum characters in certain text boxes in the ISP
- Regional Director Approval for Congregate Care placement of children under 10 years of age
- RD approval for the placement of a child in a temporary or emergency facility more than one time in a custody episode
- New Bank Reconciliation error message if beginning and ending balances do not match
- Access and increased functionality to Employee Detail screen in Personnel for the Training Coordinator

Please refer to the following detailed instructions for understanding all system changes. After you have reviewed the instructions, if you have any questions or experience any system problems please contact the MACWIS Helpdesk at 1-877-244-2528.

USER INSTRUCTIONS

OVERVIEW OF THE CHANGES:

ISP – Increase of Maximum Amount of Text Allowed

The maximum amount of text allowed has increased for the following areas in the ISP:

- Removal/Reason Discussion on the Reasons for Service Tab
- Initial/Review tab
-

The amount of text allowed increased from 1494 to 2490 characters

Congregate Care Placement of Children Under 10 Years of Age

The following Placement Types are congregate care facility types:

- Residential Treatment
- Chemically Dependent Group
- Specialized Residential School
- Medical Treatment Group Home
- Group Home
- Therapeutic Group Home
- CO Non Licensed Shelter
- Emergency Shelter
- Residential Child Caring Facility

If the child is under the age of 10 (specified by the DOB and the Date of the placement) and the Placement facility type is a congregate care facility (see above) the Regional Director must approve the placement.

The process for the COR worker requesting placement has not changed.

The approval process for the ASWS has not changed, however the tickler received now states, "**Worker xxx has made a request to place child, xxx, xxx in congregate care and the child is younger than 10 years old.**"

If the ASWS selects *Request More Info* or *Deny*, MACWIS works the same as with other placement requests.

When the ASWS approves the Placement, MACWIS generates a tickler to the RD stating "*Worker xxx has made a request to place child, xxx, xxx in congregate care and the child is younger than 10 years old.*"

If the RD selects *Request More Info* or *Deny*, MACWIS works the same as with other placement requests.

The RD Decision section of Placement Approval has been renamed as **RD Decision / Congregate Care Approval for youth under 10 years old** and a new list box captioned as **Reasons for Congregate Placement** has also been added. This new list box has the following two reasons.

- Child has exceptional needs that cannot be met in a relative or foster family home
- Child is a member of a sibling group in FC placement

If the Placement is in a Congregate Facility and the RD Decision is to approve the placement the RD must select the **Child's needs can be met in this placement** and at least one reason in the Reasons for Congregate Placement list box.

If the RD Decision is *Deny* or *More Info*, System will clear any selection in the *Child's needs can be met in this placement* checkbox and reason in the *Reasons for Congregate Placement* list box and disable these two controls.

When the RD Approves, *Requests More Info* or *Denies* the above Placement, MACWIS works the way it did prior to changes and MACWIS will generate an Information tickler to the Worker when the RD Approves the Placement.

History	Search Results	Request	Rejection History	Adjustment	Approval	Shelter Extension
Supervisor Decision <input checked="" type="radio"/> Approve <input type="radio"/> Deny <input type="radio"/> More Info <div style="display: flex; justify-content: space-between;"> <div> Basis For Decision <input type="text" value="test"/> </div> <div> Date/Time <input type="text" value="10/04/2010 03:56 PM"/> By <input type="text" value="BELL-MUHAMMAD, ANITA"/> </div> </div>						
RD Decision/Congregate Care Approval for youth under 10 years old <input type="checkbox"/> Child's needs can be met in this placement Reasons For Congregate Placement <input type="checkbox"/> Child has exceptional needs that cannot be met in a relative or foster family home <input type="checkbox"/> Child is a member of a sibling group in FC placement <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="radio"/> Approve <input type="radio"/> Deny <input type="radio"/> More Info Basis For Decision <input type="text"/> </div> <div> Date/Time <input type="text"/> By <input type="text"/> </div> </div>						
Eligibility Decision <input type="radio"/> More Info <div style="display: flex; justify-content: space-between;"> <div> Basis For Decision <input type="text"/> </div> <div> Date/Time <input type="text"/> By <input type="text"/> </div> </div>						
<input type="button" value="Update"/> <input type="button" value="Cancel"/>						
<input type="button" value="Close"/>						

Subsequent Emergency/Temporary Placement

The following Facilities are the Emergency/Temporary Placement Types:

- Emergency Shelter
- Court Ordered Non-Licensed Shelter

If the child needs to be placed in the above facility types more than one time in a custody episode, the Regional Director must approve the placement.

The process for the COR worker has not changed, however the COR worker will receive a tickler stating *"You have made a Request for Place child xxx, xxx in a Subsequent Emergency/Temporary Facility. Regional Director Approval of this Placement request is required."* This tickler is an informational tickler and will purge after it is double-clicked by the COR worker and the ok button is clicked.

The approval process for the ASWS has not changed, however the tickler received now states, *"xxx, xxx has requested subsequent placement in an Emergency/Temporary Facility for Child xxx, xxx."*

This tickler will be deleted when the COR Supervisor makes the Decision. When the COR Supervisor Approves the above Placement, System will generate Request for placement tickler to the RD. When the COR Supervisor Requests More Info or Deny, System will work the way it is working for other types of placements.

The RD Decision section of Placement Approval has been renamed *RD Decision / Subsequent Emergency or Temporary Facility Placement Approval* and a list box captioned as Reasons for Subsequent Emergency/Temporary Placement has been added.

The new list box has the following two reasons:

- The move is necessary to protect the safety and wellbeing of the child
- The move is necessary to protect the safety and wellbeing of others

The RD has to select the Child's needs can be met in this placement radio button and at least one reason in the Reasons for Subsequent Emergency/Temporary Placement list box.

When the RD double clicks on the above tickler, RD will receive the message, "xxx,xxx has requested subsequent placement in an Emergency/Temporary Facility for Child xxx.xxx." This tickler will be deleted when the RD makes the Decision.

If the RD Decision is *Deny* or *More Info*, MACWIS will clear any selection in the *Child's needs can be met in this placement* radio button and *reason in the Subsequent Emergency/Temporary Placement* list box and disable these two controls.

When the RD Approves, Requests More Info or Denies the above Placement, System will work the way it is working and also System will generate an Information tickler to the Worker when the RD Approves the Placement. (The functionality of generating a tickler to the Worker when a placement is *Denied* by the RD is already there).

History	Search Results	Request	Rejection History	Adjustment	Approval	Shelter Extension
Supervisor Decision <div> <input checked="" type="radio"/> Approve <input type="radio"/> Deny <input type="radio"/> More Info </div> <div> Basis For Decision <input type="text" value="test"/> </div> <div> Date/Time <input type="text" value="10/05/2010 10:11 AM"/> </div> <div> By <input type="text" value="BELL-MUHAMMAD, ANITA"/> </div>						
RD Decision / Subsequent Emergency or Temporary Facility Placement Approval <input checked="" type="checkbox"/> Child's needs can be met in this placement <div> Reasons For Subsequent Emergency/Temporary Placement <input checked="" type="checkbox"/> The move is necessary to protect the safety and well being of the child <input type="checkbox"/> The move is necessary to protect the safety and well being of others </div> <div> <input checked="" type="radio"/> Approve <input type="radio"/> Deny <input type="radio"/> More Info </div> <div> Basis For Decision <input type="text" value="test"/> </div> <div> Date/Time <input type="text"/> </div> <div> By <input type="text"/> </div>						
Eligibility Decision <div> <input type="radio"/> More Info </div> <div> Basis For Decision <input type="text"/> </div> <div> Date/Time <input type="text"/> </div> <div> By <input type="text"/> </div>						
						<input type="button" value="Update"/> <input type="button" value="Cancel"/>
						<input type="button" value="Close"/>

Note:

If A Placement is a Congregate Care Placement and also a Subsequent Emergency/Temporary Placement, System will treat that as Congregate Care Placement.

If it is neither Congregate Care Placement nor Subsequent Emergency/Temporary Placement, these new controls will not be displayed.

THIS SECTION APPLIES ONLY TO COUNTY FINANCE**Bank Reconciliation**

MACWIS has been updated to no longer allow County Bank Reconciliation to be submitted if the beginning and ending balances are not equal.

Bank Reconciliation Part I		Bank Reconciliation Part II		Bank Reconciliation Approval	
Bank Name: Bank of Anguilla			Period 07/30/2010		
Statement Date:	07/30/2010				
Bank Balance:	4,972.38				
Deposit in Transit:	0.00				
Outstanding Checks:	0.00				
Balance per Books:	9,843.28				
Difference:	-4,870.90				
Supervisor Review Approval / Disapproval					
<input type="radio"/> Approved <input type="radio"/> Disapproved					
Reconciled Date	<input type="text"/>				
By	<input type="text"/>				
					Print
Close					

THIS SECTION APPLIES ONLY TO THE TRAINING COORDINATOR

Access and increased functionality to Employee Detail for the Training Coordinator

The State Level Designee "Training Coordinator" is now able to search training records by date range and or training type on the *Training History* tab of the *Employee Detail* screen.

A search group box has been added allowing the training coordinator to narrow the results by training type and/or date range.

The screenshot shows the 'Training History' tab in the 'Employee Detail' screen. A search box is visible with fields for 'Training Type', 'Begin Date', and 'End Date'. Below the search box, a list of training sessions is displayed with columns: Session Title, Begin Date, End Date, Hours, CEUs, and Score.

Session Title	Begin Date	End Date	Hours	CEUs	Score
DFCS intensive	01/30/2003	01/30/2003	0.00	0.5	0
Field Staff	01/22/2004	01/22/2004	0.00	0.00	0
Licensure Prep	02/22/2010	02/22/2010	0.00	0.00	0
Other DFCS training	02/22/2010	02/22/2010	0.00	0.00	0
Resource	02/22/2010	02/22/2010	0.00	0.00	0
Supervisory	02/22/2010	02/22/2010	0.00	1.00	100
LICENSURE PREP BSW	02/22/2010	02/26/2010	0.00	0.00	100
Whatever	03/31/2003	04/04/2003	0.00	2.13	0
Family Preservation Program Trai	03/01/2010	03/01/2010	8.00	1.00	100
Testing Our Workers	04/25/2003	04/25/2003	0.00	0.58	0
The Heart of Parenting Worksho	05/27/2004	05/27/2004	0.00	0.48	0
Teen Conference Training-2004	06/22/2004	06/25/2004	8.00	0.96	0
TEEN CONFERENCE, 2004	09/13/2004	10/29/2004	0.00	4.00	0
Intensive Training Group D-1					

The screenshot shows the 'Training History' tab with the search results filtered for 'DFCS intensive' from 01/01/2004 to 10/05/2010. The results table shows one session.

Session Title	Begin Date	End Date	Hours	CEUs	Score
Intensive Training Group D-1	09/13/2004	10/29/2004	0.00	4.00	0

Clicking the *Cancel* button in the search results box will clear the filtered results and show all sessions attended.

The Training History report has also been modified to allow printing of training history filtered on training types and date ranges.

CEU's replaced SWU's in the grid and a new column "Hours" was added to the results grid in MACWIS as well as in the Training History Report. The total number of training hours displays at the bottom of the printed report.

Training History for : Socialworker, Suzie

Session Title	Begin Date	End Date	Hours	CEUs	Issue Date
HIPAA, OI, ISP	01/30/2003	01/30/2003	0.00	0.5	01/30/2003
Case Work Training	01/22/2004	01/22/2004	0.00	0.00	
Lawn Cutting IV	02/22/2010	02/22/2010	0.00	0.00	
Looking to the Future IV	02/22/2010	02/22/2010	0.00	0.00	
LICENSURE PREP BS W	02/22/2010	02/22/2010	0.00	1.00	
Whatever	02/22/2010	02/26/2010	0.00	0.00	02/22/2010
Family Preservation Program Training	03/31/2003	04/04/2003	0.00	2.13	04/04/2003
Testing Our Workers	03/01/2010	03/01/2010	8.00	1.00	03/01/2010
The Heart of Parenting Workshop	04/25/2003	04/25/2003	0.00	0.58	
Teen Conference Training-2004	05/27/2004	05/27/2004	0.00	0.48	05/27/2004
TEEN CONFERENCE, 2004	06/22/2004	06/25/2004	8.00	0.96	
Intensive Training Group D-1	09/13/2004	10/29/2004	0.00	4.00	10/15/2004

Total Hours 16.00